

SUBMIT BIDS TO: Seminole County 1101 E. 1 st Street, Room 3208 Sanford, Florida 32771 Attn: PURCHASING DIVISION	<p style="text-align: center;">INVITATION TO BID</p> <p style="text-align: center;">and Bidder Acknowledgment</p>
Contact: David Santiago 407-665-7119 dsantiag@co.seminole.fl.us	BID No.: BID-298-04/PWM Resurfacing of Interior and Exterior of Four (4) Welded Steel Leachate Tanks
Submittal Due Date: January 28, 2004 Submittal Due Time: 2:00 P.M.	Mandatory Prebid: January 16, 2004 at 10:00 a.m. Location: 1930 Osceola Road, Geneva, Florida
Location of Public Opening: County Services Building, Room #3208, 1101 E. 1 st Street, Sanford, Florida 32771	
Bidder Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Bid", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture	<div style="text-align: center;"> X _____ Authorized Signature (Manual) </div>
Incorporated in the State of:	
Telephone Number:	Printed Name:
Fax Number:	Title:
Point of Contact email:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

TERM AND CONDITIONS

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Invitation to Bid or their Bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.

PUBLIC OPENING: Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible

thereafter the names of the Bidders shall be read off at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 407-665-7116.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Bidders of all changes in scheduled due dates by written addendum.

RESPONSE SUBMISSION: The COUNTY will receive Bids at the above address. The outside of the envelope/container must be identified with the ITB Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the Bids in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the Bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any Bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered Bids prior to the deadline set for receiving Bids. Telephone confirmation of timely receipt of the Bids may be made by calling (407) 665-7115/7119/7120, before the 2:00 deadline.

Bidders shall submit FIVE (5) COMPLETE SETS (one [1] original and **four [4] copies**) of the submittal, complete with all supporting documentation (i.e., photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above. The Bidder may submit the response in person or by mail.

Bidders may withdraw their Bid by notifying the COUNTY in writing at any time prior to the time set for the Bid deadline. Bidders may withdraw their Bid in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the Bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder.

No additional information may be submitted, or follow-up performed by any Bidder after the stated due date.

INQUIRES: All Bidders shall carefully examine the ITB documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing Office in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing and received by the County Purchasing Office at least ten (10) business days prior to the due date. Only interpretation or correction so given by the Purchasing Division, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the

Bidding Documents. Seminole County Purchasing and Contracts Telephone Number Division (407) 665-7116; Fax Number (407) 665-7956.

ADDENDUM: The COUNTY will record its responses to inquiries and any supplemental instructions submitted to the County Purchasing Office prior to the deadline in the form of written addendum. The COUNTY will send written addendum to all Bidders who requested the ITB directly from the COUNTY's Purchasing Division. All Bidders should visit the Purchasing website at least five (5) calendar days before the date fixed for receiving the Bids to ascertain whether any addendum have been issued. Failure to do so could result in rejection of the Bid as non-responsive. The COUNTY shall not be responsible for providing said addendum to Bidders who receive ITB packages from other sources.

Bidder shall sign, date, and return the latest addendum with their Bid. Previous addenda will be deemed received. It is the Bidder's responsibility to contact the COUNTY in the event that a previous addendum is not received.

Addenda information will be posted at www.co.seminole.fl.us/purchasing.

BIDDER REGISTRATION: Bidders who obtain ITB documents from other sources must officially register with the COUNTY's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a Bidder may cause your Bid to be rejected as non-responsive if you have failed to submit a Bid without an addendum acknowledgment for the most current addendum.

SELECTION PROCESS: The selection process may involve background checks. To be considered for award, a Bid must comply in all specifications.

BID FORM: The Bid Form is included in the Bid Documents. Bid Form must be completed in ink or by typewriter. Bidders are required to bid their prices on the Bid Forms supplied by the County in the Bid Documents.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled on the Bid Form). Bids by Joint Ventures must be executed by each ownership interest in the Joint Venture.

All Bids shall remain firm for ninety (90) days after the day of the Bid opening, but COUNTY may, in its sole discretion, release any Bid and return the Bid Security prior to that date. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County, the Low Bidder, and the Surety, if any, for the Low Bidder.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a Bid under this subsection will not prejudice the rights of Bidder to file a new Bid.

If within 24 hours after the Bids are opened, any Bidder files a duly signed written notice with COUNTY, and within 48 hours thereafter demonstrates to the reasonable satisfaction of the COUNTY that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the Agreement would be unconscionable; and c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid, and the Bid Security will be returned provided that the COUNTY is not seriously prejudiced, except for the loss of its bargain. Bidder shall not be allowed to correct a Bid with a material and substantial mistake. A Bidder withdrawing its Bid under this subsection shall be disqualified from further bidding on the Work.

AWARD: The COUNTY anticipates award to the Respondent's who submits the Bid judged by the COUNTY to be the most advantageous.

The Bidder understands that this ITB does not constitute an agreement or a contract with the Bidder. An official contract or agreement is not binding until Bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the COUNTY, and executed by the parties.

The COUNTY reserves the right to reject all Bids, to waive any formalities, and to solicit and re-advertise for new Bids, or to abandon the project in its entirety.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

- The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder;
- The past experience furnishing the required services;
- The previous and existing compliance of the Apparent Low Bidder in regard to laws and ordinances and regulations;
- The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work;
- Minimum of three (3) consecutive years of acceptable experience.
- Proposed cost to the County.

IMMIGRATIONS AND NATIONALITY ACT (INA) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Sections 1324a(e) [Section 274A(e) of the Immigrations and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bid simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the ITB documents and/or any other requirements as requested by the County.

ACCURACY OF SUBMITTAL INFORMATION: Any Bidder which submits in its submittal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the submittal and rescission of any ensuing contract.

BID SECURITY: Bid Security shall be made payable to COUNTY, in the amount of five percent (5%) of the total bid amount, in the form of a cashier's check or a Bid Bond issued by a Surety meeting the requirements of these Bid Documents. The Bid Security of the Low Bidder shall be retained until such Bidder has executed the Agreement, furnished the Insurance Certificates and Endorsements. Bid Security is submitted with the understanding that it shall guarantee that the Bidder will not withdraw its Bid for a period of at least ninety (90) days after the closing time for receipt of Bids. The Surety Companies must be registered and licensed to do business within the State of Florida and shall meet the minimum acceptance requirements establish by Seminole County.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against

the legal effect thereof.

POSTING OF ITB AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division and at the County's Web Page: <http://www.co.seminole.fl.us> prior to submission through the appropriate approval process and will be posted for a period of five (5) working days. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code, shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the ITB, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

ACCEPTANCE/REJECTION: Seminole County reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the Bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a reprourement.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

TAXES: The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. (A copy is included as the inside back cover of the Vendor Guide.) Vendors/contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patent, or invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Invitation to Bid shall be merged into a Contract.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes.

If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

SUBCONTRACTS AND PROCUREMENT: If the Recipient subcontracts any or all of the work required under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.

AFFIRMATION: By submission of a Bid, Bidder affirms that his/her Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation to Bid and the resulting contract.

CERTIFIED INSPECTIONS: Bidders must provide a certified engineer to inspect and sign off on each installation. This cost must be included in bidders cost.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Seminole County for any terms and conditions not specifically state in this Invitation to Bid.

AVAILABILITY OF FUNDS: The obligations of Seminole County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Board of County Commissioners.

AUDIT REQUIREMENTS: The Recipient shall provide the Department with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349 Florida Statutes, and Chapter 10.550 and 10.660, Rules of the Auditor General, for the purposes of auditing and monitoring the funds awarded under this Agreement.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bid and prior to bid opening. Specifications, which are unrelated to performance, will be considered for deletion via addendum to this Invitation for Bid.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement.

1. The prices in this bid have been arrived at independently, without consultations, collusion, communication, or agreement for the purpose of

restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

LICENSES AND PERMITS

- A. Vendor to be considered for contract award of this Invitation for Bid, shall be either "registered" or "certified" by the State of Florida, Department of Professional Regulation and licensed by all other federal, state, county or municipal agencies, which may have jurisdiction over the type of work to be performed under this solicitation.
- B. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- C. Upon notification, Bidder shall provide copies of all applicable licenses.

PERFORMANCE, PAYMENT AND OTHER BONDS.

- A. CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to 100% of the Contract Price; the Payment Bond shall be in an amount equal to 100% of the Contract Price; the Material and Workmanship Bond shall be in an amount equal to 10% of the Contract Price as adjusted in the Final Application For Payment. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

- B. All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.
- C. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract

Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

PUBLIC ENTITY LAW: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

BID-298-04/PWM

Resurfacing of Interior and Exterior of Four (4) Welded Steel Leachate Tanks

Scope of Work: Seminole County is seeking a responsible Contractor to resurface the interior and exterior of four (4) welded steel leachate tanks. The Contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for this project. In addition to the tanks, associated piping and appurtenances shall be recoated. Proper care must be taken in surface preparation and coating application. ONLY two (2) tanks may be removed from service at any given time.

Work on the interior of the tanks will require OSHA compliant Confined Space Entry. A copy of the confined space entry plan shall be provided to the County for its review and comment before work is awarded. References for similar work shall be required as part of the bid submittal. The County will consider reference reviews as part of the bid evaluation.

Engineer's Estimate: \$55,000.00.

Ordering Instructions: This package can be downloaded or requested from the County's website <http://www.co.seminole.fl.us/purchasing> (current procurements), or by calling 407-665-7116.

Document Cost (for paper copy only): \$9.00 plus shipping. All package costs are non-refundable.

Mandatory Pre-Bid Conference: Friday, January 16, 2004 at 10:00 a.m. Eastern at the Osceola Road Landfill, 1930 Osceola Road, Geneva, Florida.

Due Date/Time: January 28, 2004 at 2:00 PM Eastern at the County Services Building, Purchasing and Contracts Division, 1101 East First Street, Room 3208, Sanford, Florida 32771.

NOTE: ALL PROSPECTIVE BIDDERS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE SEMINOLE COUNTY STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON.

M/WBE's are encouraged to participate in the process.

Appendix A: Bid Proposal & Experience Statement

The documents included in this appendix, as well as those described in the following pages of this appendix, are to be delivered as part of the bidders submittal.

The documents listed below which have been marked are included as part of this document and are required to be filled out and return as part of the bidder's submittal:

1. X Bid Proposal
2. X Experience Statement

Qualifications Of Bidders

To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within five (5) days of OWNER'S request, written evidence of the types set forth in these Contract Documents, of financial data, previous experience, present commitments, other such data as may be called for in this document, and evidence of authority to conduct business in the jurisdiction where the project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract.

Instructions For The Bid Form

The Bid Form is included with these Contract Documents. Additional copies may be obtained from OWNER.

All blanks on the Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the Form must be stated in words and numerals (words will take precedence in case of conflict).

Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

The address to which communications regarding the Bid are to be directed must be shown.

STATE OF FLORIDA)
) ss
COUNTY OF _____)

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as:

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

Title

Bid-298-04/PWM

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	
	Vice-President	
	Secretary	
	Treasurer	
	Resident Superintendent	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDER

NAME OF BIDDER _____

The Bidder shall complete and provide the following information regarding experience within the past three years for **Resurfacing of Interior and Exterior Welded Steel Leachate Tanks**

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
_____	_____	_____	\$ _____
	_____	_____	
	_____	_____	
_____	_____	_____	\$ _____
	_____	_____	
	_____	_____	
_____	_____	_____	\$ _____
	_____	_____	
	_____	_____	
_____	_____	_____	\$ _____
	_____	_____	
	_____	_____	
_____	_____	_____	\$ _____
	_____	_____	
	_____	_____	

Do you have any similar work in progress at this time? ____ Yes ____ No

Length of time in business: _____ Years

Bank or Financial references: (Include Contact Name and telephone number)

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)
County of _____)ss
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Printed Name: _____

Title: _____

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ identification.

Print Name _____
Notary Public in and for the County and State
Aforementioned

My commission expires: _____

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

By: _____

Print Name: _____

Official Address:

Title: _____

(Include Zip Code)

ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

BID FORM
BID #298-04/PWM

Resurfacing of Interior and Exterior of Four (4) Welded Steel Leachate Tanks

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

Fax Number: (_____) _____

License: Type: _____ Number: _____

To: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation to Bid), Instruction to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the services to be provided to the County, local conditions affecting the performance of the Work, and the cost of the Work, hereby proposes and agrees to perform the services, including transportation fleet, drivers, and all necessary equipment as required in connection with Bid-298-04/PWM, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the Total Bid hereinafter set forth. Bidder acknowledges that it has read and fully understands all Sections of the Bid-298-04/PWM.

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals, are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the Bid is accepted, that he will execute a Contract with the COUNTY; that he will furnish the Bid Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the Bid Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

BID FORM

AGREEMENT TITLE: Resurfacing of Interior and Exterior of Four (4) Welded Steel Leachate Tanks

COUNTY CONTRACT NO.: **BID-298-04/PWM**

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF MATERIALS: _____
Numbers

(IN WORDS)

TOTAL AMOUNT OF LABOR: _____

Numbers

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this _____ day of _____, 2004.

(Name of BIDDER)

(Signature of person signing this BID FORM)

(Printed name of person signing this BID FORM)

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS _____

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

Bid Proposal

Pursuant to and in compliance with your **Notice To Bidders**, the undersigned offers to furnish all labor, materials, supplies and equipment necessary and proper for or incidental thereto and in strict accordance with the **Instructions To Bidders** and all other sections, conditions, requirements, contained in the document listed below as well as all addenda issued by the Owner prior to the date of opening bids, whether received by the undersigned or not:

Item Number	Description
1.	That the bidder either has visited the site or is otherwise aware of the conditions that exist and the complexity of the project for which the bid is submitted and that only two tanks at a time will be out of service.
2.	That the utility reserves the right to reject any or all bids, to waive any irregularity or informality in any bid, to make a determination the lowest responsive and responsible bidder, or to reject all bids should the project budget be exceeded.

Individual competitive bids are being solicited for the cleaning and repainting of the interior and exterior of four (4) water storage tanks and to prepare them so that they can be placed back into service immediately after this process is finished. Additional bid items are also being solicited for the cleaning and repainting of some appurtenances to this tank, to be performed at the same time as the interior and exterior painting. These additional items may, or may not be, contracted for depending upon the price of these additional items as well as other considerations.

Bid Proposal**The Seminole County Environmental Services Dept. - The Landfill Leachate Tanks****Prepared: February 22, 2003****Page 2 of 6**

Therefore, the bidder is requested to list individual prices for the interior recoat and other items with the understanding that these other items, if they are done at all, will be done at the same general time as the interior recoat and are to be priced accordingly.

The bidding contractor is to list the appropriate prices in the spaces provided for in this document.

Item	Unit Price	Description	Bid Price Written Out	Bid Price In Numbers
1.	Lump Sum	Clean and paint the interior and exterior surfaces of four 35,000 gallon cylindrical welded steel tanks according to the procedures described in the appendixes that are a part of this specification, with the understanding that the existing protective coating does not contain lead or other hazardous materials and that there would be no additional costs for the special requirements for the removal, handling, storage, transportation, and disposal of lead paint residue, with it also understood that this amount will include an allowance for the installation of approximately 10 SF of seam sealing or filler material to be used as necessary to fill the excessively pitted areas in each tank interior and no pits to be filled with welded material.		

Company Name:

Printed Name:

Authorized Signature:

Bid Proposal**The Seminole County Environmental Services Dept. - The Landfill Leachate Tanks****Prepared: February 22, 2003****Page 3 of 6**

Item	Unit Price	Description	Bid Price Written Out	Bid Price In Numbers
2.	Lump Sum	Clean and paint the exterior surfaces of the piping attached to, and in the immediate vicinity of the four 35,000 gallon cylindrical welded steel tanks, which are generally described in the appendix of the specification, and encompassing approximately 200' of piping, ranging in diameter from about 5" to about 9" and all appurtenances, including, but not limited to valves, flanges, tees, bends or elbows, braces, supports, swivels, switch boxes, stanchions, collars, etc., according to the procedures described in the appendix that is a part of this specification, with the understanding that the existing protective coating does not contain lead or other hazardous materials and that there would be no additional costs for the special requirements for the removal, handling, storage, transportation, and disposal of lead paint residue, with it also understood that this amount will not include the installation of any seam sealing or filler material to be used as necessary to fill the excessively pitted areas and no pits to be filled with welded material.		

Company Name:**Printed Name:****Authorized Signature:**

Bid Proposal**The Seminole County Environmental Services Dept. - The Landfill Leachate Tanks****Prepared: February 22, 2003****Page 4 of 6**

Item	Unit Price	Description	Bid Price Written Out	Bid Price In Numbers
3.	Lump Sum	Clean and paint the exterior surfaces of the railings, balcony platforms, stairs, and other appurtenances attached to, and in the immediate vicinity of the four 35,000 gallon cylindrical welded steel tanks according to the procedures described in the appendix that is a part of this specification, with the understanding that the existing protective coating does not contain lead or other hazardous materials and that there would be no additional costs for the special requirements for the removal, handling, storage, transportation, and disposal of lead paint residue, with it also understood that this amount will not include the installation of any seam sealing or filler material to be used as necessary to fill the excessively pitted areas and no pits to be filled with welded material.		

Company Name:

Printed Name:

Authorized Signature:

Bid Proposal**The Seminole County Environmental Services Dept. - The Landfill Leachate Tanks****Prepared: February 22, 2003****Page 5 of 6**

Item	Unit Price	Description	Bid Price Written Out	Bid Price In Numbers
4.	Lump Sum	Although not anticipated, any sections of deteriorated concrete on the concrete support bases are to be repaired as necessary and a protective coating is to be applied to each of the eight bases that support the tanks and the concrete bases supporting the motors according to the procedures described in the appendix that is a part of this specification.		

It is to be understood by the contractor that two (2) tanks out of the total of four (4) tanks will be removed from service to be cleaned and recoated at one time. After these two tanks are finished, accepted for service, and then placed into service, the remaining two (2) tanks out of the total of four (4) tanks will be removed from service to be cleaned and recoated.

Base Bid:**Item Number 1:** \$ _____**Additional Elements:****Item Number 2:** \$ _____**Item Number 3:** \$ _____**Item Number 4:** \$ _____**Total Amount Of This Bid If Items Numbered 1 Through 4 Are Accepted:** \$ _____

Bid Proposal

The Seminole County Environmental Services Dept. - The Landfill Leachate Tanks

Prepared: February 22, 2003

Page 6 of 6

By submitting this bid we agree to all statements, terms, and conditions stated in this document.

DATE:

COMPANY NAME:

PRINTED NAME:

AUTHORIZED SIGNATURE:

TITLE:

PHONE:

Affix Corporate Seal Here:

Attested By:

CONTRACTOR QUALIFICATIONS

1. Submit all bid submittal information as required by the Contract Documents as well the information requested in this section.
2. All bid information submitted must be plainly filled in with ink or printed. Failure to fill in any item or sign in the designated places, will cause delay in reviewing and determining qualification and may result in rejection of the bid.
3. CONTRACTOR must attend a mandatory pre-bid meeting, please refer to Section X.

All information submitted for the purpose of qualification will be open to public review in accordance with Florida Public Records Act, Section 119.07(a).

CONTRACTOR must submit proof of certification from the State of Florida authorizing the CONTRACTOR to transact business within the State of Florida. Corporations incorporated in any State other than Florida, and non-Florida limited partnerships, shall first obtain a permit to do business in Florida before submitting their bid. Evidence of a valid permit must accompany each bid.

The **ENGINEER** will investigate, as he deems necessary, to determine the qualification of the CONTRACTOR's ability to perform the re-surfacing work for this project. CONTRACTOR shall furnish all information requested in the Contract Documents and all additional information requested to the ENGINEER. The OWNER reserves the right to reject any CONTRACTOR if the evidence submitted or the investigation (including findings by federal, state, or local regulatory agencies or other prior work history) fails to satisfy the OWNER that said CONTRACTOR is properly qualified. Requests for additional information must be provided to the ENGINEER within 48 hours of the request. Failure to submit requested information or documentation in a timely fashion or the submission of incorrect information or documentation may result in rejection of the bid.

The CONTRACTOR shall provide evidence of satisfactory performance on five such projects which have been completed within the five years directly preceding the date of the bid opening for this project. Submit the following information for each of the five projects:

1. Project name and location.
2. Date completed.
3. Client name and address.
4. Client contact person and telephone number.
5. Amount paid to this CONTRACTOR for work.
6. Name, address, contact person, and telephone number of Architect, Engineer, or Project Manager.

Submit experience of the job General Superintendent as demonstrated through participation in at least three such projects. This person must be trained and knowledgeable of applicable regulations and experienced in safety and environmental protection as evidenced by participation and successful completion of a training course, offered by an EPA or OSHA endorsed educational institution (submit certificates).

CONTRACTOR must submit certification that their employees will have received appropriate confined space training before they begin work on the project.

PRE-BID MEETING

CONTRACTOR must attend a mandatory pre-bid meeting to be held at the proposed project site. Failure to attend this meeting will result in rejection of the CONTRACTOR's bid. This meeting will be held at the Seminole County Solid Waste Management Facility. This meeting will be attended by ENGINEER and OWNER and shall consist of a tour of the site and a brief description of the project.

***SPECIFICATION AND SCOPE OF
SERVICES***

**Resurfacing of Interior and Exterior of Four
(4) Welded Steel Leachate Tanks**

BID #298-04/PWM

Appendix B: Tank Inspection Report

Includes Tank Information

The Landfill Leachate Tanks

Four (4) 35,000 Gallon Welded Steel Cylindrical Tanks

June 6, 2002

Prepared By:



P.O. BOX 650948, VERO BEACH, FL 32965 (772) 562-1117

**A Professional Engineering Firm Specializing In
Water Storage Tank Inspections**

Note:

This is an abridged report to be included with the tank recoat bid specifications.

Tank Information

Each of the four tanks are identical in construction and configuration and the information in this report applies to each of the tanks.

This tank is supported about 8' above the ground by 5 poured in place concrete foundations which are about 12' on center apart.

This length of the tank is about 54'.

This diameter of the tank is about 10' 6".

This tank was constructed at the present location in 1992.

A cathodic protection system has not been installed.

The interior of this tank does not appear to have been recoated since the initial installation.

The exterior of this tank does not appear to have been recoated at since the initial installation.

Exterior Condition

Access To The Tank

A chainlink fence with barbed wire on the top has been installed to prevent access to the tank property.

There are no "No Trespassing" signs installed.

Anchor Bolts

This tank has anchor bolts that hold the tank to the concrete supports.

Concrete Base

This tank is supported about 8' above the ground by 5 poured in place concrete foundations which are about 12' on center apart.

The exposed concrete base does have a protective coating installed.

Virtually no incidences of serious cracks or excessive spalling of the concrete were observed.

No sections of the surface of the concrete are starting to deteriorate and come loose.

No reinforcement steel is exposed.

Sections of the sealing compound between the concrete and the tank bottom are deteriorated and are allowing water to seep underneath the tank bottom plates.

Exterior Condition (Cont.)

Condition Of Paint

The exterior of this tank does not appear to have been recoated at since the initial installation.

Since this tank was constructed in 1992, it is unlikely that the existing paint would have a primer material that would contain lead. Therefore, since it is very unlikely that the primer contains lead or other hazardous materials, these should not be a concern when recoating the tank exterior.

A preliminary lead analysis on the primer of this tank to determine if the paint contained lead was inappropriate and was not done as part of this inspection.

Although the exterior paint on the sidewalls and roof has a few sections of runs, sags, and dripped paint which are located throughout the tank exterior and not concentrated in any particular location, the exterior paint installation was acceptable.

The topcoat of the protective coating on the exterior is starting to experience general failure, which is spread throughout the exterior, is more concentrated on the roof, and is allowing some corrosion to occur.

The paint has been damaged at a few places.

Exterior Condition (Cont.)

Condition Of Paint (Cont.)

It appears that the exterior is coated with an alkyd material possibly conforming to AWWA Specification D102-97: Outside Coating System No. 2 or 3.

The following paints may be installed on this tank:

Layer	Paint	Description
Shop Primer	Unknown	Red
Field Primer	Kop-Coat 622-LCF 3.0 mil DFT	Red
Intermediate	Kop-Coat Rust Armor 500 Alkyd Enamel 2.0 mil DFT	Grey
Top Coat	Kop-Coat Rust Armor 500 Alkyd Enamel 2.0 mil DFT	White

The protective coating is experiencing failures and damage, which are spread throughout this section of the tank, and are allowing corrosion to occur. This failure is not concentrated in any particular section of the tank or height from the bottom.

The underlying paints and corrosion are showing through the topcoat.

Incidences of protective coating failure of the topcoat were observed occurring that appeared to affect at least 20%, and possibly as much as 30% or more, of the total surface area.

Exterior Condition (Cont.)

Condition Of Paint (Cont.)

Incidences of protective coating failure of the primer were observed occurring that appeared to affect at least 1%, and possibly as much as 5% or more, of the total surface area.

Drainage

The drainage around the this tank is adequate to prevent water from deteriorating the tank base.

Exterior Ladder

This tank has a set of stairs that terminates in a large balcony platform that extends over the top of the end of all four tanks with openings for each upper access hatch.

The stairs appeared to be constructed out of stainless steel, were in excellent condition and structurally sound at the time of the inspection, and no corrosion or other problems were observed.

Indications Of Leakage

No signs of leakage were observed.

Pitting And Other Corrosion

Although incidences of scaling corrosion were observed randomly around the tank exterior, no pitting was observed.

Exterior Condition (Cont.)

Previous Repairs

No major repairs appear to have been performed on this tank at anytime in the past.

No major metal replacement was observed and no obvious signs of any such replacement or welding repairs were apparent.

Interior Condition

Cathodic Protection System

This tank is not cathodically protected.

Debris

No debris was observed laying on the tank bottom.

Inlet/Outlet & Drain Pipes

These pipes could not be observed during this inspection.

Interior Ladder

This tank does not have an interior ladder.

Interior Plates & Welds

Welds:

These welds did not appear to have a stripe coat of protective coating installed.

Incidences of protective coating failure and both pitting and scaling corrosion were observed occurring on the welds that appeared to affect at least 20%, and possibly as much as 30% or more, of the surface area.

This protective coating failure and corrosion is not concentrated at any particular section of the tank.

Interior Condition (Cont.)

Interior Plates & Welds (Cont.)

Welds (Cont.):

The depth into metal of the pitting was not measured since this tank was not entered for this inspection.

Plates:

Incidences of protective coating failure and both pitting and scaling corrosion were observed occurring on the plate surfaces that appeared to affect at least 20%, and possibly as much as 30% or more, of the surface area.

This protective coating failure and corrosion did not appear to be concentrated at any particular section of the tank.

The depth into metal of the pitting was not measured since this tank was not entered for this inspection.

The protective coating appeared to be bubbling on at least 40%, and possibly as much as 60% or more, of the surface area of the plates not already corroded.

Interior Protective Coating

The interior of this tank does not appear to have been recoated at since the initial installation.

Since this tank was constructed in 1987, it is unlikely that the existing epoxy paint would have a primer material that would contain lead. Therefore, since it is very unlikely that the interior primer contains lead or other hazardous materials, these should not be a concern when recoating the tank interior.

Interior Condition (Cont.)

Interior Protective Coating (Cont.)

This tank appears to be currently coated on the interior with a 2 or 3 Coat Coal Tar Epoxy possibly conforming to AWWA Specification D102-97: Inside Coating System No. 6 that was sprayed onto the entire tank interior.

The following paints may be installed on this tank:

Layer	Paint	Description
Shop Primer	Unknown	Red/Brown
Field Primer	Unknown	Red/Brown
Intermediate	Unknown	Black
Top Coat	Unknown	Black

This particular type of paint system is designed to last from 5 to 10 years, exceeded it's minimum life expectancy, has experienced general failure, which is spread throughout the tank, and is allowing corrosion to occur.

The protective coating failures are described in the various sections of this report.

Interior Support Column

This does not have an interior support column.

Interior Condition (Cont.)

Lower Access Hatch

This tank does not have any lower access hatches.

Overflow Pipe

This tank does not have an overflow pipe.

Previous Interior Repairs

No major repairs appear to have been performed on this tank at anytime in the past.

No major metal replacement was observed and no obvious signs of any such replacement or welding repairs were apparent.

Silt

The tank bottom was covered by silt that appeared to average about 2" in depth throughout the tank bottom.

No anaerobic decomposition was observed.

This silt was not vacuumed out of the tank.

Stubouts

There are no stub outs in this tank.

Interior Condition (Cont.)

Main Upper Access Hatch

The main upper hatch that is used to enter the tank is round in shape with a cover that is bolted to a flange on a 18" or larger riser which complies with the provisions of the AWWA D100-96 and NFPA Standards.

The main upper hatch does not meet the provisions of the AWWA D100-96 Standard since the hatch cover does not have edges that extend down over the riser.

Incidences of protective coating failure and scaling corrosion were observed occurring on the interior of the hatch cover that appeared to affect at least 20%, and possibly as much as 30% or more, of the total surface area.

Protective coating bubbling was observed occurring on the interior of the hatch cover that appeared to affect less than 1% of the surface area not already corroded.

Incidences of protective coating failure and scaling corrosion were observed occurring on the interior of the riser which appeared to affect at least 5%, and possibly as much as 10% or more, of the surface area. No pitting corrosion is occurring.

Protective coating bubbling was observed occurring on the interior of the riser that appeared to affect less than 1% of the surface area not already corroded.

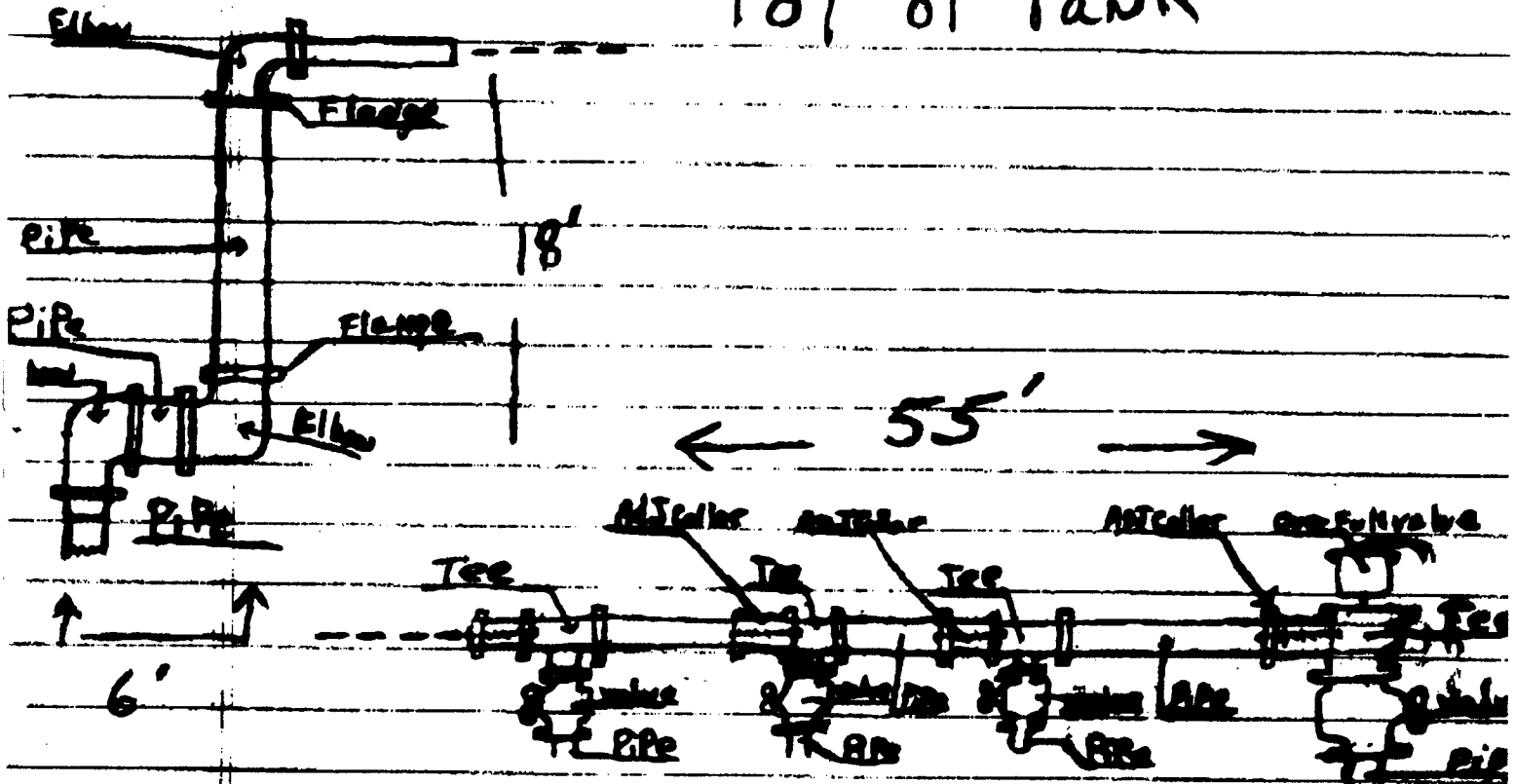
Incidences of protective coating failure and scaling corrosion were observed occurring on the exterior of the riser which appeared to affect less than 1% of the surface area. No pitting corrosion is occurring.

Appendix C: Exterior Piping Details

This section includes several sketches that generally show the exterior piping attached to, and in the immediate vicinity of the tanks that are a part of this project, which are to be cleaned and recoated according to the provisions of this specification.

The contractor is to be hereby informed that, while these sketches are generally accurate, they are not to be relied upon as 100% accurate, and that by acceptance of this specification by the contractor, the contractor accepts that there may be errors or omissions in these sketches, and that the contractor may wish to verify these sketches prior to relying on them for bid preparation.

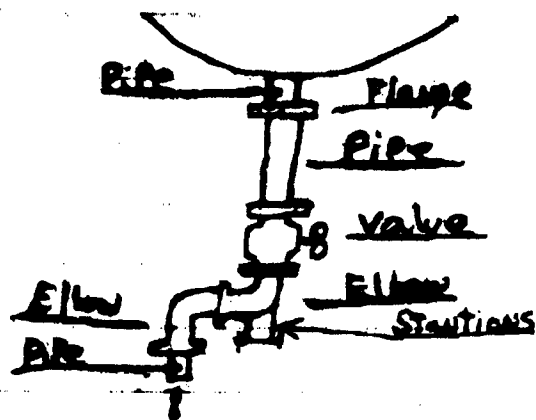
7" OD
6" ID TOP OF TANK



55
6
18
79 FT TOTAL

Tees = 4
AISC collar = 4
valves = 4
anchorage = 1
Flanges = 24
Elbows = 3

TANK FRONT valves

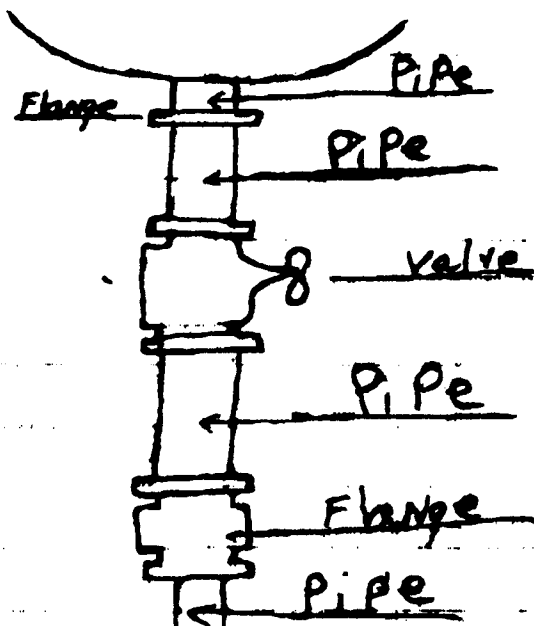
5" OD
4" ID

Flanges 20
 valves 4
 Elbows 8
 Stantions 4

28 FT TOTAL

9" OD
8" ID

Under Tanks

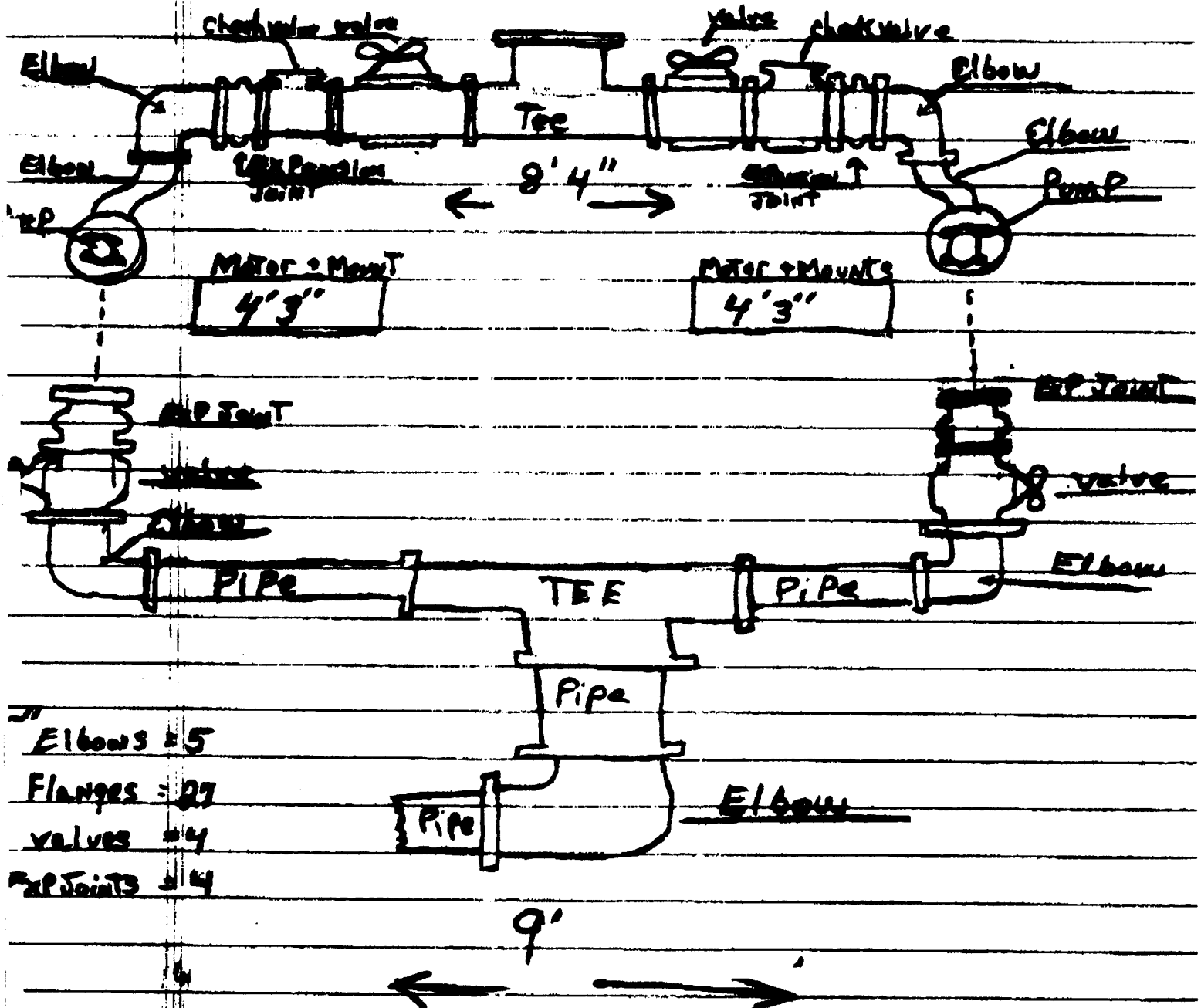


Flange 20
 valves 4

7' 4"

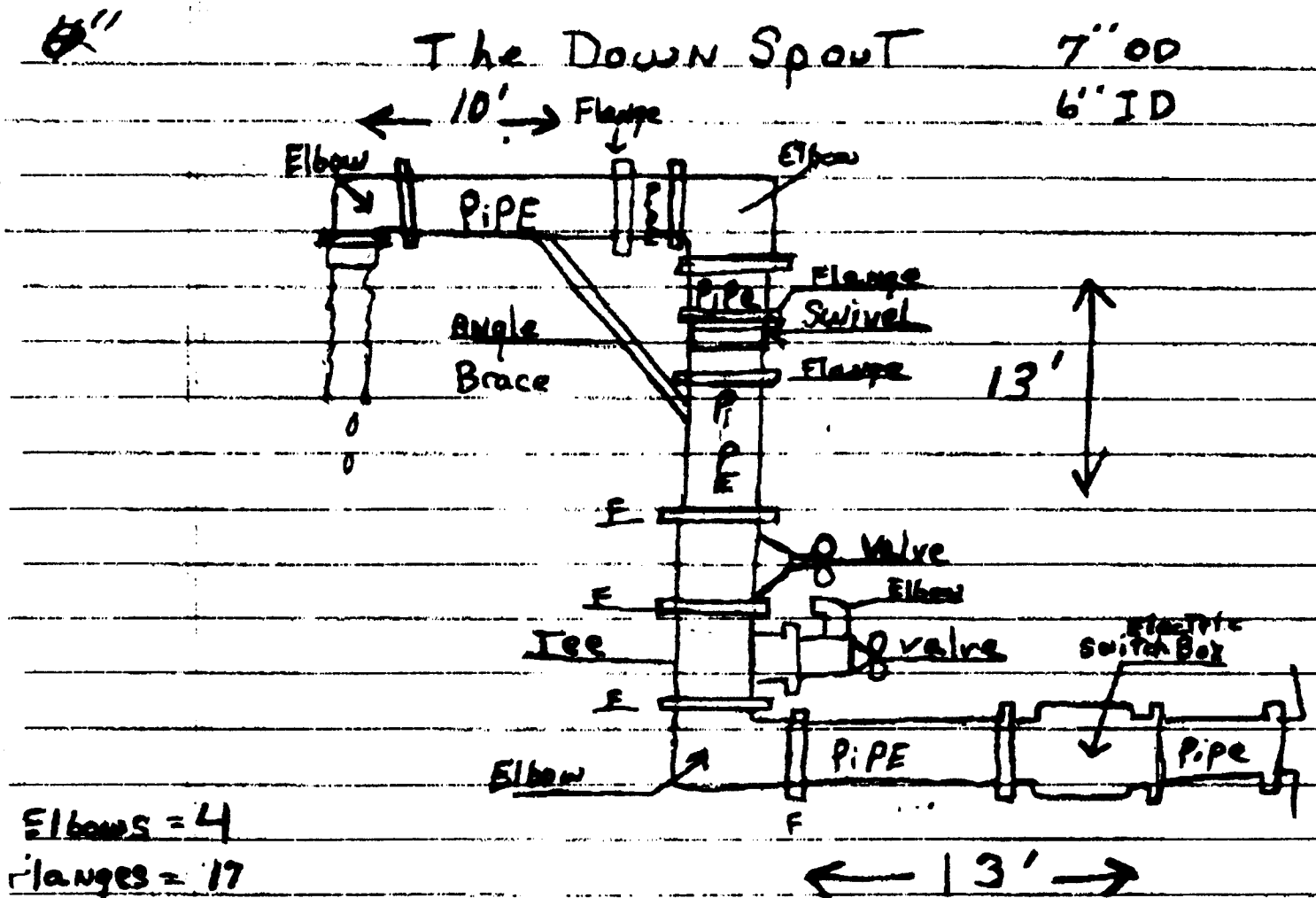
32' FT TOTAL

9" OD
8" ID



Elbows = 5
Flanges = 27
valves = 4
Exp Joints = 4

16' FT TOTAL PIPE
9' FT FOR THE MOTOR MOUNT



Elbows = 4

Flanges = 17

Valves = 2

36' TOTAL

Appendix D: Specific Project Provisions

The first few pages of this section includes several requirements that are to be followed by the contractor.

This section also includes several appendixes that detail the repairs, modifications, recoat procedures, and appurtenance installations that are a part of this project.

These appendixes include specific project information, provisions, terms, or conditions for this tank that are not covered in other previous sections.

The requirements of these appendixes supercede and replace any applicable requirements otherwise listed in this document.

The contractor is to specifically follow all of the provisions, terms, conditions, and requirements listed in these appendixes.

The contractor is also to specifically follow all of the provisions, terms, conditions, and requirements listed in the rest of this document that are not in direct conflict with these appendixes.

It is to be understood by the contractor that two (2) tanks out of the total of four (4) tanks will be removed from service to be cleaned and recoated at one time. After these two tanks are finished, accepted for service, and then placed into service, the remaining two (2) tanks out of the total of four (4) tanks will be removed from service to be cleaned and recoated.

Abrasive Blasting

Blasting shall be done with abrasive material that is clean, dry and free of clay particles and other extraneous matter. **Certification must be made in writing by the CONTRACTOR that this material has been checked to determine that it is free from any salt.** Abrasive material shall be approved by both the ENGINEER/ARCHITECT or OWNER and paint manufacturer before blasting is begun. The results of the blasting shall provide a profile and anchor pattern compatible with the coating system used. Care shall be taken by the contractor to feather out abrasive blasting to provide an even appearance.

The compressed air used for blasting shall be free of detrimental amounts of water and oil. Adequate traps and separators shall be provided at the compressor.

After cleaning, all surfaces shall be thoroughly and completely cleaned of any residue or dust before the primer coat is installed.

Whatever metal is cleaned (and the immediate adjacent areas) shall be protected from oxidation with a primer coating either on the same day or on a subsequent day if two or three days of consecutive blasting has occurred. If partial oxidation forms on any blasted surface, the surface shall be recleaned before the application of primer or coating.

It shall be the responsibility of the CONTRACTOR to perform the required blast cleaning in such a manner as to protect surrounding buildings, personal properties, etc.. Any and all claims filed against the CONTRACTOR and/or OWNER for damages resulting from the blast cleaning operation shall be the sole responsibility of the CONTRACTOR. **All abrasive blasting will be conducted in accordance with current health and safety requirements for abrasive stripping.**

All cleaning shall be subject to inspection by the ENGINEER/ARCHITECT or OWNER and/or coating manufacturer.

Contractor's Responsibilities

Required Testing Equipment:

CONTRACTOR shall have the following test equipment on site at all times that work is in progress. Equivalent tools or equipment shall be accepted as long as the specifications of the substitute equipment meet or exceed those of the required equipment.

1. Sling Psychrometer
2. US Weather Bureau Relative Humidity And Dew Point Temperature Tables
3. PTC Surface Temperature Thermometer
4. SSPC-VIS1-89 Visual Standard For Abrasive Blast Cleaned Steel
5. Low Voltage Holiday (Pinhole) Detector
6. Type 1 Magnetic Pull Off Dry Film Thickness Gage

Paint Application

Acceptable Workmanship

The Painting CONTRACTOR will be qualified in the surface preparation and coating of steel water storage tanks and will have successfully completed a minimum of three (3) tank, clearwell, or other water storage structure painting projects.

All painting will be done strictly in accordance with the manufacturer's instructions and will be performed in a manner satisfactory to the ENGINEER/ARCHITECT or OWNER. Painting will be done at such times as the CONTRACTOR and ENGINEER/ARCHITECT or OWNER may agree upon in order that dust-free and appropriate work be obtained.

The contractor will follow the paint manufacturer's Application Information without deviation as to surface preparation, mixing, spreading rate, thinning, surface temperature, pot life, application equipment and cleanup instructions.

All painting will be done only after proper surface preparation, only at such times when weather conditions are suitable, only when the temperature exceeds 40 degrees and only when the surface is dry. Relative humidity will be less than a maximum 85% and lower if recommended by the paint manufacturer. The temperature must be at least 5 degrees F. above the dew point.

The manufacturer's nameplate on the tank, if it exists, will be protected during painting so that no paint is left on the nameplate and that it will be legible.

Painting shall be completed unit by unit and in an orderly manner. Where more than one coat is specified, each coat shall be inspected before application of subsequent coats. Skips or deficiencies in dry mil thickness shall be corrected prior to application of subsequent coats. Colors and tints shall be as used, as specified or as directed by the ENGINEER/ARCHITECT or OWNER.

Drying time will be according to manufacturer's instructions giving consideration to prevailing weather conditions. Additional coats will not be applied until previous coats are thoroughly dry. When specified, thinning will be in accordance with manufacturer's instructions, and using the manufacturer's specified products. Generally, paint thinning will not be permitted.

Coating Application Requirements

Paint application shall be performed in a workmanlike manner by personnel thoroughly trained and qualified in handling spray guns and associated equipment. Finish work shall show no sags of other defects. It shall be of a uniform appearance with no sags, runs, etc.

Cleaning and painting shall be scheduled so that dust and other contaminants from the blasting or cleaning process will not fall on uncured, newly painted surfaces.

All equipment shall be maintained in good working order. It must be thoroughly cleaned and inspected daily. Work spray nozzles, tips, etc. shall be replaced on a regular basis.

Effective operating oil and water separators shall be used and serviced daily on all air lines. Place them as close as possible to the work site and maintain a continuous small bleed.

Paint Application (Cont.)

Coating Application Requirements (Cont.)

At the time of application of any coat, all previous coats shall be dry and free of dust, grease or any foreign matter which might affect coat to coat adhesion. All previous coats shall dry without excessive gloss and shall be suitable for the proper application and adhesion of subsequent coats. If gloss develops on any primer or intermediate coat, the area must be sanded to remove the excess gloss.

The method of application shall be as recommended by the manufacturer of the various materials. If the application procedure is not specified, paint shall be applied by brush.

When paint is applied by brushing, the surfaces shall be cross-brushed to secure both uniformity of surface and the specified paint film thickness.

On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) as recommended by the manufacturer.

Finish surfaces shall not show brush marks or other irregularities.

Painting shall be continuous and shall be accomplished in an orderly manner to facilitate inspection.

The minimum dry film thickness shall be as specified. Adequate power ventilation, which will effectively remove evaporated solvents within the specified drying time of the paint, shall be provided for proper drying of paints on interior tank surfaces, if the material being applied contains hydrocarbon solvents. All coats shall be applied in such manner as to produce an even film of uniform thickness. Edges, corners, crevices and joints shall receive special attention to insure that they are thoroughly cleaned and receive an adequate thickness of paint. Paint shall be applied under dry, dust free conditions.

Each coating shall be applied at the rate, the temperatures and in the manner specified by the manufacturer. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) of paint.

If thinning is necessary, only the products of the manufacturer furnishing the paint and for the particular purpose, will be allowed and all such thinning will be done strictly in accordance with the manufacturer's instructions, as well as with the full knowledge and approval of the ENGINEER/ARCHITECT or OWNER.

Paint products used for the project shall be provided only by one manufacturer.

Services Of Paint Manufacturer's Representative

The CONTRACTOR may be required by the OWNER or ENGINEER/ARCHITECT to arrange for the services of a qualified representative of the paint manufacturer. The representative would submit to the CONTRACTOR and ENGINEER/ARCHITECT or OWNER in writing a step-by-step procedure in applying the paint consistent with the paint manufacturer's recommendation to insure the proper application. The representative would visit the site at the beginning of the cleaning and painting operations for the purpose of the handling and application of the particular products being used. Such inspection and instruction would be performed in the presence of the ENGINEER/ARCHITECT or OWNER.

Submittal Of Paint Information And Colors

The CONTRACTOR will submit a complete list of painting systems and colors for review by the OWNER and the ENGINEER/ARCHITECT before ordering paint materials. A copy of each paint invoice will be submitted to the ENGINEER/ARCHITECT or OWNER indicating the product name, color, quantity, date of manufacture and shelf life. The paint manufacturer will verify that the Specifications have been reviewed and found acceptable for each application.

Confined Space Acknowledgement And Requirements

The CONTRACTOR hereby acknowledges that each and every one of these tanks meet the definition of a confined space and that the contractor and all employees and subcontractors will abide by all confined space regulations or policies of OSHA, other regulatory agencies, utility, or industrial company having jurisdiction over, or have responsibility for, these tanks.

The CONTRACTOR will meet with the client prior to initiating the recoating procedure to review the regulations that apply, and the policies and procedures of the client that are pertinent to this recoat procedure.

Interior Steel Complete Recoat

The following procedure should be followed to recoat the interior.

Preliminary Tank Cleaning:

The CONTRACTOR will remove any water or sludge remaining after the tank is drained. Completely dry interior surfaces will be achieved by circulation of warm air, the application of heat, or by any other means if this is necessary and approved by OWNER.

All rust, scale, paint, sand or foreign matter will be cleaned from the tank surfaces, and be completely removed from the tank interior by the CONTRACTOR. This material shall be completely removed from the site by the CONTRACTOR, at the CONTRACTOR'S expense, to a location approved by the OWNER.

Surface Cleaning & Preparation:

Since this paint is on the interior of the tank, it can not be cleaned to SSPC-SP7 and painted over, and must be completely removed by SSPC-SP10 abrasive blast cleaning.

All of the interior surfaces are to receive a SSPC-SP10 or NACE 2 "Near White Blast Cleaning". The contractor is to follow the requirements of the latest edition of these specifications.

All rough edges, sharp corners, crevices, joints, interior angles formed between permanent braces, steel plate and welded seams, and all other places in the tank interior where sandblasting may not be effective, shall be ground or wire brushed to a smooth radius. The minimum surface profile prior to coating shall be .002" (2 mils).

Cleanly blasted surfaces must be coated immediately. If the surfaces must remain uncoated for any length of time so that flash rust occurs, they must be reblasted prior to primer application.

Specific Requirements Of Paint Material:

Coating material as specified herein will be products of Induron Coatings, Inc. or NSF certified and approved equal. The paint system will be in compliance with AWWA D102 standard, AWWA C652-92 standard, or the current replacement. The products are indicated by designation and number.

Requests for substitution will contain the full name of each product, descriptive literature and directions for use; its generic type; its non-volatile content by volume and a list of at least three (3) water tanks where each of the coatings has been used on new construction and has rendered satisfactory service for at least three (3) years.

Any requests for substitution must include notarized affidavits that include the following information:

- 1. A complete description of the particular paint system including product data sheets, surface preparation, and application method.**
- 2. The name, contact person, address, and phone number of the utility or company that owns these tanks.**
- 3. Copies of the bid specification sheets that clearly indicate that these materials were specified for these particular tanks.**
- 4. The name, contact person, address, and phone number of the companies contracted with to paint these tanks.**
- 5. The name, contact person, address, and phone number of the companies contracted with to inspect these tanks while they were being painted.**
- 6. Copies of the inspection sheets, signed by a NACE certified inspector or a Registered Professional Engineer, that indicate that these particular materials were delivered to the tank site, and include the manufacturer's name, series #, batch #, can size, and total gallons.**
- 7. The name, contact person, address, and phone number of the companies that inspected these tanks after they have been in service for at least 3 years.**

Specific Requirements Of Paint Material (Cont.):

Please Note: For the requirements listed previously, the names of people or companies that are no longer in business, and can not be contacted, are not acceptable, and do not meet the provisions of this document. If the contractor supplies names that can not be contacted, and does not resubmit names that can be contacted within 5 days of notification, their bid will be declared non-responsive and removed from consideration.

Bidders desiring to use paints other than those specified will submit their proposal based on the specified materials, together with the information noted above and indicate the sum which will be deducted from the base bid on the Form of Proposal, should the alternative materials offered be acceptable.

In no case will a request for substitution be considered unless received in writing at least five (5) days prior to the award of the general contract.

All colors will be selected or approved by the OWNER'S REPRESENTATIVE or OWNER. If required, panels for finish and color will be prepared in advance with the materials as specified, for the approval of the OWNER or OWNER'S REPRESENTATIVE.

2 Coat Hi-Build Epoxy System

Coat Number	Name	Dry Film Thickness (mils)
First Coat (As Necessary)	Aquatapoxy A-7 Gel System	As Thick As Necessary To Fill Pits & Obtain Smooth Surface
Primer Coat	Induron PE - 54 Epoxy Primer -Tan	5.0
Striping Coat	Induron PE - 54 Epoxy -White	3.0

Specific Requirements Of Paint Material (Cont.):

Coat Number	Name	Dry Film Thickness (mils)
Finish Coat	Induron PE - 54 Epoxy – White	3.0 –5.0
*Induron recommends Aquatapoxy A-7 Gel System be applied as a pit filler after the primer and before the stripe coat although you may use it direct to metal.		

Coating System Application:

NOTE: THE CONTRACTOR IS TO HAVE THEIR SCAFFOLDING OPERATIONAL AND AVAILABLE, WITH ALL REQUIRED SAFETY EQUIPMENT, FOR USE BY THE PAINT INSPECTOR DURING EACH STEP OF THE PAINTING AND PAINT APPROVAL PROCESS. IF THE CONTRACTOR REMOVES THIS SCAFFOLDING PRIOR TO RECEIVING WRITTEN APPROVAL OF THIS SECTION, IT WILL BE REASSEMBLED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE FOR LABOR AND MATERIALS PRIOR TO THE CONTRACTOR PROGRESSING TO THE NEXT STEP.

Pit Filling:

It should be noted that, if a cathodic protection system has been installed in this tank, and if this system has been functioning correctly, no pit filling or welding repairs may be necessary. After the abrasive cleaning is done according to one of the two methods described in the following section for the application of the primer coat, a paint system is to be installed that consists of 2 coats of Induron PE - 54 Epoxy. If the abrasive cleaning identifies any areas of excessive depth into metal from pitting corrosion, Aquatapoxy A - 7 Gel System is to be used as necessary to fill these excessively pitted areas.

Coating System Application (Cont.):

Pit Filling (Cont.):

If this tank is recoated within the time period specified in the inspection report, the utility should budget for the amount of Aquatapoxy A-7 material identified in the inspection report, which is to be installed at the pit locations throughout the tank where the depth into metal ranges from 3/32" to 5/32". If no areas of extensive corrosion are located, the use of this material would not be necessary and the cost of the recoat would be reduced accordingly.

The CONTRACTOR is to follow one of the two methods listed in the following sections during the initial surface preparation and primer installation.

Initial Preparation And Primer Coat - Method 1:

The tank is to be cleaned and coated with primer, one section at a time, starting with the roof, then the sidewalls, and finishing with the floor. A section is defined as a portion of the roof, a portion of the bottom, or one vertical drop down the sidewall.

A section of the tank is to be abrasively cleaned. After this section is abrasive cleaned, and prior to the application of filler material or welding, this section is to be inspected by the OWNER or OWNER'S REPRESENTATIVE as to the surface profile of the cleaning and to identify the depth into metal of the pitting. After this section is approved in writing, the CONTRACTOR can proceed.

All pit depths from 3/32" to 5/32" are to be filled with the application of seam sealer material. The seam sealer material is to be troweled onto the excessively pitted sections until a smooth, finished surface is obtained. All pit depths greater than 5/32" are to be filled by welding additional material into these places. All welded sections are to be ground smooth.

The tank is to remain uncoated after the filler material is installed for a minimum of 6 hours to allow this material to cure. The primer coat may not be applied until the filler material has dried completely according to the paint manufacturers specifications.

Coating System Application (Cont.):

Initial Preparation And Primer Coat - Method 1 (Cont.):

Premature application of the primer coat will trap solvents in this paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

This section is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this filler material is adequately cured. The CONTRACTOR can proceed to coat this section with the primer material only after receiving written approval to proceed.

One (1) complete coat of Induron PE - 54 Epoxy Primer – Tan is to be applied by spray, resulting in a minimum dry film thickness total of at least 5.0 mils.

After this section is primed, the next section is to be abrasive cleaned and this procedure repeated until the tank is completely primed. All transitional areas at the junction of the vertical drops between the cleaned areas and the painted sections are to be feathered to insure a smooth edge.

If flash rust occurs on any section, it must be reblasted prior to primer application.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Coating System Application (Cont.):

Initial Preparation And Primer Coat - Method 2:

This method differs from Method 1 in that the entire tank is to be initially abrasive cleaned instead of doing the cleaning one section at a time.

After the entire tank is completely abrasive cleaned, and the debris removed, but prior to the application of filler material or welding, the tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE as to the surface profile of the cleaning and to identify the depth into metal of the pitting.

After this cleaning is approved in writing, the CONTRACTOR can proceed.

All pit depths from 3/32" to 5/32" are to be filled with the application of seam sealer material. The seam sealer material is to be troweled onto the excessively pitted sections until a smooth, finished surface is obtained. All pit depths greater than 5/32" are to be filled by welding additional material into these places. All welded sections are to be ground smooth.

The tank is to remain uncoated after the filler material is installed for a minimum of 6 hours to allow this material to cure. The primer coat may not be applied until the filler material has dried completely according to the paint manufacturers specifications. Premature application of the primer coat will trap solvents in this paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this filler material is adequately cured. The CONTRACTOR can proceed to start coating the tank with the primer material only after receiving written approval to proceed.

The tank is to be coated with primer one section at a time, starting with the roof, then the sidewalls, and finishing with the floor. A section is defined as a portion of the roof, a portion of the bottom, or one vertical drop down the sidewall.

Coating System Application (Cont.):

Initial Preparation And Primer Coat - Method 2 (Cont.):

Immediately prior to the primer application, a section of the surface is to be lightly reblasted to remove the flash rust, with care being taken to not damage the filler material. After that section is adequately cleaned, the primer material is to be installed.

One (1) complete coat of Induron PE - 54 Epoxy Primer – Tan or is to be applied by spray, resulting in a minimum dry film thickness of at least 5.0 mils.

After this section is primed, the next section is to be lightly reblasted to remove the flash rust and this procedure repeated until the tank is completely primed. All transitional areas at the junction of the vertical drops between the cleaned areas and the painted sections are to be feathered to insure a smooth edge.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Primer Coat Acceptance:

After all of the sections of primer installation have been completed, all transitional areas at the junctions of the primed sections, as well as the other sections, shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this primer coat is adequately cured. The dry film thickness will be measured at various places around the interior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER'S REPRESENTATIVE or OWNER.

Coating System Application (Cont.):

Primer Coat Acceptance (Cont.):

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the primer coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in this paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the stripe coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Striping Coat:

One (1) coat of Induron PE - 54 Epoxy Int./Finish – Gray or is to be applied by brush and/or 3” wide roller to all welds, corners, appurtenances, roof plate seams, roof plate to beam junctions, beam junctions, bolts, and all other hard to coat areas, resulting in a minimum dry film thickness total of at least 1.0 mils of this material, with a total minimum dry film thickness of at least 6.0 mils where this material is applied.

After all of the sections of the striping coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

Coating System Application (Cont.):

Striping Coat (Cont.):

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this striping coat is adequately cured. The dry film thickness will be measured at various places around the interior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER'S REPRESENTATIVE or OWNER.

Should the paint system not meet the required minimum dry film thickness, additional material of sufficient thickness to build up the striping coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this striping material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in the striping paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the finish coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Interior Steel Complete Recoat Appendix

Finish Coat:

One (1) coat of Induron PE - 54 Epoxy Int./Finish – White or of at least 5.0 mils thickness is to be applied by spray, resulting in a total minimum dry film thickness of at least 10.0 mils at places that did not receive the striping coat and a total minimum dry film thickness of at least 11.0 mils at places that received the striping coat.

Coating System Application (Cont.):

Finish Coat (Cont.):

After all of the sections of the finish coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this finish coat is adequately cured. The dry film thickness will be measured at various places around the interior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER'S REPRESENTATIVE or OWNER.

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the finish coat shall be applied at the CONTRACTOR'S expense for labor and materials.

Inspection And Workmanship Acceptance:

All surface preparation will be subject to inspection prior to the application of any coating. Each coat will be examined prior to the application of the next coat. Areas that show runs, sags, over spray, roughness or other signs of improper application will be repaired or recoated in accordance with the manufacturer's recommendations at the CONTRACTOR'S expense for labor and materials.

If the thickness of any individual coat of paint application fails to be within the maximum thickness specified: If within 40% over the maximum thickness (i.e.: 14 mils with 10 mils specified), the drying time shall be doubled; and if over 40% over the maximum thickness, the coating shall be removed from that section of the storage facility and new coating applications applied at the CONTRACTOR'S expense for labor and materials.

Inspection And Workmanship Acceptance (Cont.):

Thickness measurements will be taken by the CONTRACTOR (using a dry film thickness gauge such as the DeFelsko PosiTector 6000 Series or equivalent) of each applied paint film to assure compliance with these Specifications. If the thickness fails to meet the requirements of the specifications, the CONTRACTOR will be required to perform all work necessary to bring the paint to specifications prior to applying the next coat of paint at the CONTRACTOR'S expense for labor and materials.

The finish coating on all metal surfaces will be completely without defects permitting moisture penetration when tested according to the low-voltage wet-sponge method, such as the Tinker & Rasor, M-1 Holiday Detector or equivalent. Deficiencies in the continuity of the coating will be corrected by applying additional finish coats at the CONTRACTOR'S expense for labor and materials.

Materials and workmanship not meeting these requirements will be rejected and all defective materials and workmanship will be promptly replaced or refinished at the CONTRACTOR'S expense for labor and materials.

First Anniversary Inspection:

The client should require that all of the contractors involved with the tank recoating and repairing project guarantee their work for a period of time of one (1) year.

The inside surfaces of the tank may be inspected by representatives of the OWNER'S REPRESENTATIVE or OWNER at any time within one year's time after the painting work has been completed and accepted, to determine whether any additional repair work is necessary.

The OWNER shall establish the date for the inspection and shall notify the CONTRACTOR at least 30 days in advance. If an inspection date has not been established within 12 months after the painting work was completed and accepted by the OWNER, the first anniversary inspection shall be considered to be waived.

First Anniversary Inspection (Cont.):

Any location where coats of paint have peeled off, bubbled or cracked and any location where rusting is evident shall be considered to be a failure of the paint system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface and recoating with the same paint system at no additional cost to the OWNER. If the area of failure exceeds 25% of the area of a portion of the tank surface, then for that portion, the entire paint system shall be removed and repainted.

For purposes of determining the need for complete repainting, the inside roof, shell and floor shall each be considered separately. If repairs are necessary, the CONTRACTOR shall pay for draining the tank, make all repairs, disinfect the tank, pay for the refilling of the tank, take water samples, have the samples tested for bacteriological quality, and restore the ground surfaces, as herein specified, at no cost to the OWNER.

The client should approve the funding for a first anniversary inspection at the same time that the funding for the tank recoat and repair is approved. This inspection funding should be entirely separate from the tank recoat funding, thereby making it mandatory that an independent company perform the anniversary inspection and avoiding the mistake of accidentally allowing the painting contractor that did the work to perform the inspection.

Exterior Tank, Piping, & Other Appurtenance Complete Recoat

Conrady Consultant Services

Exterior Tank, Piping, & Other Appurtenance Complete Recoat Appendix

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Please review the “Lead Primer Requirements Appendix”. If the exterior primer samples test positive for lead or other hazardous materials, this appendix outlines the procedures that the utility should follow during the recoating, and the funds budgeted for the recoat may have to be sufficient to include the cost for removal, handling, storage, transportation, and disposal of lead paint residue. Tarpaulins, containment tenting or draping, or other methods are required to be used as necessary to catch and retain all material removed by the cleaning. These tarpaulins or containment structures are to be vacuumed as necessary at least daily, and more often during windy conditions, to remove and contain this debris.

If the exterior primer samples test negative for lead or other hazardous materials, there are no special handling, removal, transportation, or storage requirements.

Surface Cleaning & Preparation:

All of the exterior surfaces are to receive a SSPC-SP10 or NACE 2 “Near White Blast Cleaning”. The contractor is to follow the requirements of the latest edition of these specifications.

All rough edges, sharp corners, crevices, joints, interior angles formed between permanent braces, steel plate and welded seams, and all other places on the tank exterior where sandblasting may not be effective, shall be ground or wire brushed to a smooth radius.

The minimum surface profile prior to coating shall be .002" (2 mils). Cleanly blasted surfaces must be coated immediately. If the surfaces must remain uncoated for any length of time so that flash rust occurs, they must be reblasted prior to primer application.

After the tank exterior has been thoroughly cleaned, the paints in the following section should be applied.

Specific Requirements Of Paint Material:

Coating material as specified herein will be products of Induron Coatings , Inc. or approved equal. The paint system will be in compliance with AWWA D102 standard, AWWA C652-92 standard, or the current replacement. The Induron and Tnemec products are indicated by designation and number.

Requests for substitution will contain the full name of each product, descriptive literature and directions for use; its generic type; its non-volatile content by volume and a list of at least three (3) water tanks where each of the coatings has been used on new construction and has rendered satisfactory service for at least three (3) years.

Any requests for substitution must include notarized affidavits that include the following information:

- 1. A complete description of the particular paint system including product data sheets, surface preparation, and application method.**
- 2. The name, contact person, address, and phone number of the utility or company that owns these tanks.**
- 3. Copies of the bid specification sheets that clearly indicate that these materials were specified for these particular tanks.**
- 4. The name, contact person, address, and phone number of the companies contracted with to paint these tanks.**
- 5. The name, contact person, address, and phone number of the companies contracted with to inspect these tanks while they were being painted.**
- 6. Copies of the inspection sheets, signed by a NACE certified inspector or a Registered Professional Engineer, that indicate that these particular materials were delivered to the tank site, and include the manufacturer's name, series #, batch #, can size, and total gallons.**
- 7. The name, contact person, address, and phone number of the companies that inspected these tanks after they have been in service for at least 3 years.**

Specific Requirements Of Paint Material (Cont.):

Please Note: For the requirements listed previously, the names of people or companies that are no longer in business, and can not be contacted, are not acceptable, and do not meet the provisions of this document. If the contractor supplies names that can not be contacted, and does not resubmit names that can be contacted within 5 days of notification, their bid will be declared non-responsive and removed from consideration.

Bidders desiring to use paints other than those specified will submit their proposal based on the specified materials, together with the information noted above and indicate the sum which will be deducted from the base bid on the Form of Proposal, should the alternative materials offered be acceptable.

In no case will a request for substitution be considered unless received in writing at least five (5) days prior to the award of the general contract.

All colors will be selected or approved by the OWNER'S REPRESENTATIVE or OWNER. If required, panels for finish and color will be prepared in advance with the materials as specified, for the approval of the OWNER or OWNER'S REPRESENTATIVE.

NOTE: EACH PAINT APPLICATION SHALL BE A COLOR THAT CONTRASTS WITH THE OTHER PAINTS TO ENSURE ACCEPTABLE COVERAGE.

Coat Number	Name	Dry Film Thickness (mils)
Primer Coat	Induron PE-54 Epoxy - White	2.5 - 4.0
Second Primer Coat	Induron Armorguard Polyamide Epoxy - White	2.5 - 4.0

Specific Requirements Of Paint Material (Cont.):

Coat Number	Name	Dry Film Thickness (mils)
Striping Coat	Induron Armorguard Polyamide Epoxy - White	2.0 - 4.0
Finish Coat	Induron Indurethane 5500 Gloss Enamel	2.0 - 3.0

Coating System Application:

NOTE: THE CONTRACTOR IS TO HAVE THEIR SCAFFOLDING OPERATIONAL AND AVAILABLE, WITH ALL REQUIRED SAFETY EQUIPMENT, FOR USE BY THE PAINT INSPECTOR DURING EACH STEP OF THE PAINTING AND PAINT APPROVAL PROCESS. IF THE CONTRACTOR REMOVES THIS SCAFFOLDING PRIOR TO RECEIVING WRITTEN APPROVAL OF THIS SECTION, IT WILL BE REASSEMBLED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE FOR LABOR AND MATERIALS PRIOR TO THE CONTRACTOR PROGRESSING TO THE NEXT STEP.

The CONTRACTOR is to follow one of the two methods listed below during the initial surface preparation and primer installation.

Initial Preparation And Primer Coat - Method 1:

The tank is to be cleaned and coated with primer one section at a time, starting with the roof and then finishing with the sidewalls. A section is defined as a portion of the roof or one vertical drop down the sidewall.

Coating System Application (Cont.):

Initial Preparation And Primer Coat - Method 1 (Cont.):

A section of the tank is to be abrasively cleaned. After this section is abrasive cleaned, and prior to the application of the primer coat, this section is to be inspected by the OWNER or OWNER'S REPRESENTATIVE as to the surface profile of the cleaning. The CONTRACTOR can proceed to coat this section with the primer material only after receiving written approval to proceed.

One (1) complete coat of Induron PE-54 Epoxy - White is to be applied by brush, spray, or roller, resulting in a minimum dry film thickness total of at least 2.5 mils.

After this section is primed, the next section is to be abrasive cleaned, inspected prior to primer application, and this procedure repeated until the tank is completely primed. All transitional areas at the junction of the vertical drops between the cleaned areas and the painted sections are to be feathered to insure a smooth edge.

If flash rust occurs on any section, it must be reblasted prior to primer application.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Initial Preparation And Primer Coat - Method 2:

This method differs from Method 1 in that the entire tank is to be initially abrasive cleaned instead of doing the cleaning one section at a time.

After the entire tank is completely abrasive cleaned, and the debris removed, but prior to the application of the primer coat, the tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE as to the surface profile of the cleaning.

Coating System Application (Cont.):

Initial Preparation And Primer Coat - Method 2 (Cont.):

The CONTRACTOR can proceed to start coating the tank with the primer material only after receiving written approval to proceed.

The tank is to be coated with primer one section at a time, starting with the roof and finishing with the sidewalls. A section is defined as a portion of the roof or one vertical drop down the sidewall.

Immediately prior to the primer application, a section of the surface is to be lightly reblasted to remove the flash rust. After that section is adequately cleaned, the primer material is to be installed.

One (1) complete coat of Induron PE-54 Epoxy - White is to be applied by brush, spray, or roller, resulting in a minimum dry film thickness total of at least 2.5 mils.

After this section is primed, the next section is to be abrasive cleaned, inspected prior to primer application, and this procedure repeated until the tank is completely primed. All transitional areas at the junction of the vertical drops between the cleaned areas and the painted sections are to be feathered to insure a smooth edge.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Primer Coat Acceptance:

After all of the sections of primer installation have been completed, all transitional areas at the junctions of the primed sections, as well as the other sections, shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

Coating System Application (Cont.):

Primer Coat Acceptance (Cont.):

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this primer coat is adequately cured. The dry film thickness will be measured at various places around the exterior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER or OWNER'S REPRESENTATIVE.

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the primer coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in this paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the second primer coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Second Primer Coat:

One (1) complete coat of Induron Armorguard Polyamide Epoxy - White is to be applied by brush, spray, or roller, resulting in a minimum dry film thickness total of at least 2.5 mils of this material, with a total minimum dry film thickness of at least 5.0 mils where this material is applied.

Coating System Application (Cont.):

Second Primer Coat (Cont.):

After all of the sections of the second primer coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this second primer coat is adequately cured. The dry film thickness will be measured at various places around the exterior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER or OWNER'S REPRESENTATIVE.

Should the paint system not meet the required minimum dry film thickness, additional material of sufficient thickness to build up the second primer coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this second primer material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in the striping paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the striping coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Striping Coat:

One (1) coat of Induron Armorguard Polyamide Epoxy - White is to be applied by brush and/or 3" wide roller to all welds, corners, appurtenances, roof plate seams, bolts, and all other hard to coat areas, resulting in a minimum dry film thickness total of at least 2.0 mils of this material, with a total minimum dry film thickness of at least 7.0 mils where this material is applied.

Coating System Application (Cont.):

Second Primer Coat (Cont.):

After all of the sections of the striping coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this striping coat is adequately cured. The dry film thickness will be measured at various places around the exterior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER or OWNER'S REPRESENTATIVE.

Should the paint system not meet the required minimum dry film thickness, additional material of sufficient thickness to build up the striping coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this striping material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in the striping paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the finish coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Coating System Application (Cont.):

Finish Coat:

One (1) complete coat of Induron Indurethane 5500 SG or Gloss Enamel of at least 2.0 mils thickness is to be applied by brush, spray, or roller, resulting in a total minimum dry film thickness of at least 7.0 mils at places that did not receive the striping coat and a total minimum dry film thickness of at least 9.0 mils at places that received the striping coat.

After all of the sections of the finish coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this finish coat is adequately cured. The dry film thickness will be measured at various places around the exterior by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER or OWNER'S REPRESENTATIVE.

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the finish coat shall be applied at the CONTRACTOR'S expense for labor and materials.

Inspection And Workmanship Acceptance:

All surface preparation will be subject to inspection prior to the application of any coating. Each coat will be examined prior to the application of the next coat. Areas that show runs, sags, over spray, roughness or other signs of improper application will be repaired or recoated in accordance with the manufacturer's recommendations at the CONTRACTOR'S expense for labor and materials.

If the thickness of any individual coat of paint application fails to be within the maximum thickness specified: If within 40% over the maximum thickness (i.e.: 14 mils with 10 mils specified), the drying time shall be doubled; and if over 40% over the maximum thickness, the coating shall be removed from that section of the storage facility and new coating applications applied at the CONTRACTOR'S expense for labor and materials.

Inspection And Workmanship Acceptance (Cont.):

Thickness measurements will be taken by the CONTRACTOR (using a dry film thickness gauge such as the DeFelsko PosiTector 6000 Series or equivalent) of each applied paint film to assure compliance with these Specifications. If the thickness fails to meet the requirements of the specifications, the CONTRACTOR will be required to perform all work necessary to bring the paint to specifications prior to applying the next coat of paint at the CONTRACTOR'S expense for labor and materials.

The finish coating on all metal surfaces will be completely without defects permitting moisture penetration when tested according to the low-voltage wet-sponge method, such as the Tinker & Rasor, M-1 Holiday Detector or equivalent. Deficiencies in the continuity of the coating will be corrected by applying additional finish coats at the CONTRACTOR'S expense for labor and materials.

Materials and workmanship not meeting these requirements will be rejected and all defective materials and workmanship will be promptly replaced or refinished at the CONTRACTOR'S expense for labor and materials.

First Anniversary Inspection:

The client should require that all of the contractors involved with the tank recoating and repairing project guarantee their work for a period of time of one (1) year.

The surfaces of the tank may be inspected by representatives of the OWNER'S REPRESENTATIVE or OWNER at any time within one year's time after the painting work has been completed and accepted, to determine whether any additional repair work is necessary.

The OWNER shall establish the date for the inspection and shall notify the CONTRACTOR at least 30 days in advance. If an inspection date has not been established within 12 months after the painting work was completed and accepted by the OWNER, the first anniversary inspection shall be considered to be waived.

First Anniversary Inspection (Cont.):

Any location where coats of paint have peeled off, bubbled or cracked and any location where rusting is evident shall be considered to be a failure of the paint system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface and recoating with the same paint system at no additional cost to the OWNER. If the area of failure exceeds 25% of the area of a portion of the tank surface, then for that portion, the entire paint system shall be removed and repainted.

For purposes of determining the need for complete repainting, the roof and shell shall each be considered separately. If repairs are necessary, the CONTRACTOR shall pay for draining the tank if necessary, make all repairs, disinfect the tank, pay for the refilling of the tank, take water samples, have the samples tested for bacteriological quality, and restore the ground surfaces, as herein specified, at no cost to the OWNER.

The client should approve the funding for a first anniversary inspection at the same time that the funding for the tank recoat and repair is approved. This inspection funding should be entirely separate from the tank recoat funding, thereby making it mandatory that an independent company perform the anniversary inspection and avoiding the mistake of accidentally allowing the painting contractor that did the work to perform the inspection.

Concrete Base Coating Appendix

To avoid additional deterioration, and complete loss of structural integrity of the concrete, the following corrective actions, or other alternatives, should be considered.

Concrete Surface Preparation:

1. All of the loose and unsound concrete and soil should be removed.
2. All bare concrete surfaces shall be very lightly abrasively blasted to remove any laitance and other loosely bound material without eroding the concrete beyond what is necessary as to not expose underlying aggregate, or to unnecessarily remove the existing protective coating. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets, and other subsurface irregularities. Recommended blasting methods include dry abrasive with air blast, hydroblasting with an abrasive, and by the use of airless centrifugal wheel blasting machines.
3. Any calcium stains and scale should be ground off of the cracks and porous sections.
4. All exposed reinforcement steel should be protected with the application of a rust preventative material.
5. Forms should be installed as necessary and additional concrete should be installed at the excessively spalled areas.
6. If the concrete deterioration has been allowed to progress to the extent that an excessive amount of concrete has spalled off, additional concrete with reinforcement steel, should be poured around the existing base. This new base should extend at least 12" out from the front of the existing base, be about 36" deep, and also extend over the spalled front of the existing base. The new reinforcement steel should be tied back into the existing reinforcement steel.

The concrete should be sealed as soon as possible after the restoration with the application of an Epoxy Ester Masonry Filler/Sealer.

Specific Requirements Of Paint Material:

ACCEPTABLE MANUFACTURERS MATERIALS – Except as otherwise specified herein or as specifically approved by the Engineer, all materials shall be products of the following manufacturer; subject, however, in compliance with specification requirement:

- 1) Induron Coatings, Inc. (888-521-9630)

The paint system will be in compliance with AWWA D102 standard, AWWA C652-92 standard, or the current replacement. The specified products are indicated by designation and number.

Requests for substitution will contain the full name of each product, descriptive literature and directions for use; its generic type; its non-volatile content by volume and a list of at least three (3) water tanks where each of the coatings has been used on new construction and has rendered satisfactory service for at least three (3) years.

Any requests for substitution must include notarized affidavits that include the following information:

- 1. A complete description of the particular paint system including product data sheets, surface preparation, and application method.**
- 2. The name, contact person, address, and phone number of the utility or company that owns these tanks.**
- 3. Copies of the bid specification sheets that clearly indicate that these materials were specified for these particular tanks.**
- 4. The name, contact person, address, and phone number of the companies contracted with to paint these tanks.**
- 5. The name, contact person, address, and phone number of the companies contracted with to inspect these tanks while they were being painted.**
- 6. Copies of the inspection sheets, signed by a NACE certified inspector or a Registered Professional Engineer, that indicate that these particular materials were delivered to the tank site, and include the manufacturer's name, series #, batch #, can size, and total gallons.**
- 7. The name, contact person, address, and phone number of the companies that inspected these tanks after they have been in service for at least 3 years.**

Specific Requirements Of Paint Material (Cont.):

Please Note: For the requirements listed previously, the names of people or companies that are no longer in business, and can not be contacted, are not acceptable, and do not meet the provisions of this document. If the contractor supplies names that can not be contacted, and does not resubmit names that can be contacted within 5 days of notification, their bid will be declared non-responsive and removed from consideration.

Bidders desiring to use paints other than those specified will submit their proposal based on the specified materials, together with the information noted above and indicate the sum which will be deducted from the base bid on the Form of Proposal, should the alternative materials offered be acceptable.

In no case will a request for substitution be considered unless received in writing at least five (5) days prior to the award of the general contract.

All colors will be selected or approved by the OWNER'S REPRESENTATIVE or OWNER. If required, panels for finish and color will be prepared in advance with the materials as specified, for the approval of the OWNER or OWNER'S REPRESENTATIVE.

NOTE: EACH PAINT APPLICATION SHALL BE A COLOR THAT CONTRASTS WITH THE OTHER PAINTS TO ENSURE ACCEPTABLE COVERAGE.

Coat Number	Name	Dry Film Thickness (mils)
First Coat	Induron AC 403 Acrylic Elastomeric Off White/Flat	5.0
Second Coat	Induron AC 403 Acrylic Elastomeric Off White/Flat	5.0

Coating System Application:

First Coat:

Apply by brush, spray, or roller one (1) complete coat of Induron AC 403 Acrylic Elastomeric Coating - Off White resulting in a minimum dry film thickness of 5.0 mils.

After all of the sections of the first coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this first coat is adequately cured. The dry film thickness will be measured at various places by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER'S REPRESENTATIVE or OWNER.

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the first coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in this paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the finish coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Apply by brush, spray, or roller one (1) complete coat of Induron AC 403 Acrylic Elastomeric Coating - Off White resulting in a minimum dry film thickness of 5.0 mils.

After all of the sections of the second coat installation have been completed, these sections shall be checked to insure that the metal is adequately covered and that the materials and workmanship meet these requirements.

Coating System Application (Cont.):

First Coat (Cont.):

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this second coat is adequately cured. The dry film thickness will be measured at various places by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER'S REPRESENTATIVE or OWNER.

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the first coat shall be applied at the CONTRACTOR'S expense for labor and materials.

After this material has dried completely according to the paint manufacturers specifications, the next coat may be applied. Premature application of the next coat will trap solvents in this paint. These solvents will deteriorate all of the paints applied to these places within a short period of time.

The CONTRACTOR can proceed to start installing the finish coat only after receiving written approval to proceed.

Failure by the CONTRACTOR to obtain the required written approval from the OWNER or OWNER'S REPRESENTATIVE prior to proceeding to the next step in the preparation and painting process will result in that section being completely reblasted and repainted at the CONTRACTOR'S expense for labor and materials. There will be no exceptions to this requirement.

Finish Coat:

One (1) complete coat of of at least 2.0 mils thickness is to be applied by brush, spray, or roller, resulting in a total system minimum dry film thickness of at least 12.0 mils.

The total minimum dry film thickness on the concrete of all coats must be at least 12.0 mils.

After all of the sections of the finish coat installation have been completed, these sections shall be checked to insure that the surface is adequately covered and that the materials and workmanship meet these requirements.

Coating System Application (Cont.):

Finish Coat (Cont.):

The tank is to be inspected by the OWNER or OWNER'S REPRESENTATIVE after this finish coat is adequately cured. The dry film thickness will be measured at various places by the CONTRACTOR using a DeFelsko PosiTector 6000 Series or equivalent and witnessed by the OWNER'S REPRESENTATIVE or OWNER.

Should the paint system not meet the required minimum dry film thickness, a complete coat of sufficient thickness to build up the finish coat shall be applied at the CONTRACTOR'S expense for labor and materials.

Base Sealing Procedure Appendix

Conrady Consultant Services
Base Sealing Procedure Appendix
Page 2 of 4

To prevent water from rain from seeping between the metal and concrete, which would deteriorate the tank metal, after the concrete base is painted, any loose sections of the existing material should be removed, and these sections sealed with the application of the following material:

Specific Requirements Of Paint Material:

Coating material as specified herein will be products of Induron Coatings Inc. or approved equal. The paint system will be in compliance with AWWA D102 standard, AWWA C652-92 standard, or the current replacement. The Induron & Tnemec products are indicated by designation and number.

Requests for substitution will contain the full name of each product, descriptive literature and directions for use; its generic type; its non-volatile content by volume and a list of at least three (3) water tanks where each of the coatings has been used on new construction and has rendered satisfactory service for at least three (3) years.

Any requests for substitution must include notarized affidavits that include the following information:

- 1. A complete description of the particular paint system including product data sheets, surface preparation, and application method.**
- 2. The name, contact person, address, and phone number of the utility or company that owns these tanks.**
- 3. Copies of the bid specification sheets that clearly indicate that these materials were specified for these particular tanks.**
- 4. The name, contact person, address, and phone number of the companies contracted with to paint these tanks.**

Specific Requirements Of Paint Material (Cont.):

Any requests for substitution must include notarized affidavits that include the following information (Cont.):

- 5. The name, contact person, address, and phone number of the companies contracted with to inspect these tanks while they were being painted.**
- 6. Copies of the inspection sheets, signed by a NACE certified inspector or a Registered Professional Engineer, that indicate that these particular materials were delivered to the tank site, and include the manufacturer's name, series #, batch #, can size, and total gallons.**
- 7. The name, contact person, address, and phone number of the companies that inspected these tanks after they have been in service for at least 3 years.**

Please Note: For the requirements listed previously, the names of people or companies that are no longer in business, and can not be contacted, are not acceptable, and do not meet the provisions of this document. If the contractor supplies names that can not be contacted, and does not resubmit names that can be contacted within 5 days of notification, their bid will be declared non-responsive and removed from consideration.

Bidders desiring to use paints other than those specified will submit their proposal based on the specified materials, together with the information noted above and indicate the sum which will be deducted from the base bid on the Form of Proposal, should the alternative materials offered be acceptable.

In no case will a request for substitution be considered unless received in writing at least five (5) days prior to the award of the general contract.

Specific Requirements Of Paint Material (Cont.):

All colors will be selected or approved by the OWNER'S REPRESENTATIVE or OWNER. If required, panels for finish and color will be prepared in advance with the materials as specified, for the approval of the OWNER or OWNER'S REPRESENTATIVE.

Coat Number	Name	Dry Film Thickness (mils)
Only 1 Coat	Aquatapoxy A-7 Gel System	As Thick As Necessary To Seal The Junction

Appendix E: Paint Technical Data Sheets



COATING DATA

DESCRIPTION:

A two component, epoxy polyamide primer formulated for superior resistance to water, water borne chemicals, and other aggressive environments. Conforms to ANSI/AWWA D102-97 Inside Coating System Numbers 1 and 2. Suitable for priming steel, cast iron, ductile iron, or concrete for immersion service.

Certified under ANSI/NSF International Standard 61 for potable water immersion service in tanks of 1000 gallons and greater capacity and potable water pipe eight inches and greater. Approved by the United States Food & Drug Administration for service in direct contact with dry food substances.

USE:

Primer for the protection of cast iron, ductile iron, steel, or concrete surfaces subjected to potable or process water immersion. Protects steel, iron, or concrete surfaces against immersion, splash, fumes, or spillage of water borne chemicals.

PERFORMANCE DATA

PANEL: Steel.

PREPARATION: SSPC-SP 10 Near White Blast.

SYSTEM: Primer—4 mils Induron PE-54 Epoxy
Primer. Finish—4 mils Induron PE-54 Epoxy
Intermediate/Finish coat.

TEST	METHOD/CONDITIONS	DURATION	RESULTS
Cross Hatch Adhesion	ASTM D 3359 Method B	1 Year	Class 5B No Peeling or Removal
Salt Fog	ASTM B 117-73 (Panels unscribed)		No Failure
Pencil Hardness	ASTM D 3363-74		Pass 6H
Elongation - 1/2" Mandrel	ASTM D 522		Pass
Direct Impact 16 Gauge Panel	ASTM D 2794		60 in./lb.
Abrasion	ASTM A 4060 CS-17		41.0 Mg. Loss after 1000 Cycles
Permeability	ASTM 96-66		.39 Perms @ 4.88 Mils Film Thickness
Distilled Water	Immersion	127 Months	No Effect
Jet Fuel	Immersion	49 Months	No Effect
Gasoline	Immersion	14,400 Hours	No Effect
Mineral Oil	Immersion	49 Months	No Effect

LIMITATIONS:

Do not use for immersion service above 120°F (49°C) or dry heat above 200°F (93°C). Not recommended for immersion in concentrated solutions of mineral acids or organic acids.

SURFACE PREPARATION:

Steel (Immersion)—SSPC-SP 10 Near White Blast. **Steel (Non-Immersion)**—SSPC-SP 6 Commercial Blast. **Concrete**—SSPC-SP 7 Brush Off Blast.
Ductile or Cast Iron—Remove all surface contaminants by abrasive blasting. Do not coat surfaces previously coated with asphalt.

RECOATABILITY:

Topcoats—PE-54 Epoxy, AWC-75 Epoxy, Ruff Stuff 3300 Epoxy, Armorguard, Perma Clean II, Ruff Stuff 2100, Indurethane Enamels, Aquanaut.

PE-54 EPOXY PRIMER

COATING DATA (Continued)

COVERAGE: Theoretical—866 ft² at 1.0 mil dry.
DRY FILM THICKNESS: 3.0 to 6.0 mils.
WET FILM THICKNESS: 5.6 to 11.1 mils.

APPLICATION DATA

BLEND RATIO: One part Induron PE-54 Activator to four parts Induron PE-54 Primer Base. Power agitate until components are thoroughly mixed. Allow mixed components to soak 15 minutes prior to application.

POT LIFE: 8 hours at 80°F.

APPLICATION: **Airless Spray**—Use .017-.019 tip, 60 mesh filter, 30:1 pump ratio at 60-100 psi operating air pressure. **Conventional Spray**—Follow instructions of equipment manufacturer for the application of epoxy paints. **Roll**—Use lambswool cover. Additional coats may be required to achieve desired film thickness. **Brush**—Use natural bristle brush. Additional coats may be required to achieve desired film thickness.

THINNING: If required, thin up to 10% with K-1096 Reducer E.

CLIMATE: Use this product only if the substrate temperature and ambient air temperature is above 40°F and is expected not to decrease for at least two hours after application. Also, the substrate temperature must be 5°F above the dewpoint for a period of at least two hours after application to avoid condensation occurring on wet paint.

DRY TIME: **To Handle**—2 hours at 80°F. **To Recoat**—50°F or higher, over-night; 40°F to 50°F, second day. **Immersion Service**—50°F or higher, seven days with proper ventilation; 40°F to 50°F, 14 days with proper ventilation. Ventilation during application and after must be in accordance with ANSI/AWWA D102-97 Section 4.7.3. Due to varying tank designs, interior circulation may be necessary to avoid dead air spaces. **Note:** High film thickness, low temperature and/or poor ventilation will retard dry time.

PHYSICAL DATA:

VOLUME SOLIDS: 54.0% ± 1%
SOLIDS BY WEIGHT: 74.0 % ± 1%
WEIGHT PER GALLON: 12.0 ± .2 lbs per gallon
VOLATILE ORGANIC CONTENTS:
Mixed unthinned - < 3.5 lbs/gallon; < 420 grams/liter
Mixed thinned 10% - < 3.8 lbs/gallon; < 450 grams/liter

SAFETY DATA:

See individual product label for safety and health data information. Individual Material Safety Data Sheets are available upon request.

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TECHNICAL DATA

PE-54 EPOXY INTERMEDIATE/FINISH



COATING DATA

DESCRIPTION:

A two component, epoxy polyamide intermediate or finish coating formulated for superior resistance to water, water borne chemicals, and other aggressive environments. Conforms to ANSI/AWWA D102-97 Inside Coating System No. 1 and 2.

Certified under ANSI/NSF International Standard 61 for potable water immersion service in tanks of 1000 gallons and greater capacity and potable water pipe eight inches and greater. Approved by the United States Food & Drug Administration for service in direct contact with dry food substances.

USE:

Intermediate or finish coat for primed steel or concrete surfaces subjected to potable or process water immersion. Protects steel, iron, or concrete surfaces against immersion, splash, fumes, or spillage of water borne chemicals.

PERFORMANCE DATA

PANEL: Steel.

PREPARATION: SSPC-SP 10 Near White Blast.

SYSTEM: Primer—4 mils Induron PE-54 Epoxy
Primer. Finish—4 mils Induron PE-54 Epoxy
Intermediate/Finish coat.

TEST	METHOD/CONDITIONS	DURATION	RESULTS
Cross Hatch Adhesion	ASTM D 3359 Method B	1 Year	Class 5B No Peeling or Removal
Salt Fog	ASTM B 117-73 (Panels unscribed)		No Failure
Pencil Hardness	ASTM D 3363-74		Pass 6H
Elongation--1/2" Mandrel	ASTM D 522		Pass
Direct Impact 16 Gauge Panel	ASTM D 2794		60 in./lb.
Abrasion	ASTM A 4060 CS-17	127 Months 49 Months 14,400 Hours 49 Months	41.0 Mg. Loss after 1000 Cycles
Permeability	ASTM 96-66		.39 Perms @ 4.88 Mils Film Thickness
Distilled Water	Immersion		No Effect
Jet Fuel	Immersion		No Effect
Gasoline	Immersion		No Effect
Mineral Oil	Immersion		No Effect

LIMITATIONS:

Do not use for immersion service above 120°F (49°C) or dry heat above 200°F (93°C). Not recommended for immersion in concentrated solutions of mineral acids or organic acids.

SURFACE PREPARATION:

Steel (Immersion)—SSPC-SP 10 Near White Blast and remove all surface contaminants. **Concrete**—SSPC-SP 7 Brush Off Blast. **Cast Iron**—Remove all surface contaminants by abrasive blasting.

RECOATABILITY:

Primers—PE-54 Epoxy, AWC-75 Epoxy, Ruff Stuff 3300 Epoxy, Armorguard, Perma-Clean II, Z-Rep 52, Induramastic 85, E-Bond 100.

COVERAGE:

Theoretical—850 ft² at 1.0 mil dry.

DRY FILM THICKNESS:

3.0 to 6.0 mils per coat.

WET FILM THICKNESS:

5.6 to 11.1 mils.

PE-54 EPOXY INTERMEDIATE/FINISH

APPLICATION DATA

BLEND RATIO:

One part Induron PE-54 Epoxy Activator to four parts Induron PE-54 Intermediate/ Finish coat. Power agitate until components are thoroughly mixed. Allow mixed components to soak 15 minutes prior to application.

POT LIFE:

8 hours at 80°F.

APPLICATION:

Airless Spray—Use .017-.019 tip, 60 mesh filter, 30:1 pump ratio at 60-100 psi operating air pressure. **Conventional Spray**—Follow instructions of equipment manufacturer for the application of epoxy paints. **Roll**—Use lambswool cover. Additional coats may be required to achieve desired film thickness. **Brush**—Use natural bristle brush. Additional coats may be required to achieve desired film thickness.

THINNING:

If required, thin up to 10% with K-1096 Reducer E.

CLIMATE:

Use this product only if the substrate temperature and ambient air temperature is above 40°F and is expected not to decrease for at least two hours after application. Also, the substrate temperature must be 5°F above the dewpoint for a period of at least two hours after application to avoid condensation occurring on wet paint.

DRY TIME:

To Handle—2 hours at 80°F. **To Recoat**—50°F or higher, over-night; 40°F-50°F, second day. **Immersion Service**—50°F or higher, seven days with proper ventilation; 40°F-50°F, 14 days with proper ventilation. Ventilation during application and after must be in accordance with ANSI/AWWA D102-97 Section 4.7.3. Due to varying tank designs, interior circulation may be necessary to avoid dead air spaces. Note: High film thickness, low temperature and/or poor ventilation will retard dry time.

PHYSICAL DATA:

VOLUME SOLIDS: 54.0% \pm 1%

SOLIDS BY WEIGHT: 73.0% \pm 1%

WEIGHT PER GALLON: 11.9 \pm .2 lbs per gallon

VOLATILE ORGANIC CONTENTS:

Mixed unthinned - < 3.5 lbs/gallon; < 420 grams/liter

Mixed thinned 10% - < 3.8 lbs/gallon; < 450 grams/liter

SAFETY DATA:

See individual product label for safety and health data. A Material Safety Data Sheet is available upon request.

ARMORGUARD POLYAMIDE HIGH GLOSS EPOXY

COATING DATA

DESCRIPTION:

A two-component polyamide cured high build epoxy coating formulated for excellent resistance to corrosive and abrasive environments. This product is available in a wide range of attractive colors. It will cure to provide excellent barrier properties over a wide range of substrates and is free of lead and chromate. This product meets the requirements of the Food Safety and Inspection Service of the U. S. Department of Agriculture as chemically acceptable for use in areas where there may be a possibility of incidental food contact. This product also meets the requirements of ANSI/AWWA D102-97 Outside System No. 5 for first coat and intermediate coat.

Polyamide High Gloss Epoxy

- Dries to a high gloss finish.
- Available in a wide range of attractive colors.
- Excellent chemical resistance.
- Excellent resistance to aliphatic and aromatic hydrocarbons.
- Lead and chromate free.
- Complies with U. S. EPA National Volatile Organic Compound (VOC) Emission Standards for industrial maintenance coatings effective September 13, 1999.
- Very high performance.. See Armorguard System Data Sheet Number 320.
- Performs well in many aggressive environments including the following substrates:
 - Concrete subjected to high humidity or condensing moisture
 - Structural steel
 - Floors
 - Piping
 - Equipment and machinery
 - Storage tanks

USE:

As the intermediate or finish coat on properly primed steel surfaces. This product may be topcoated with Induron Indurethane Enamels. May be used over Induron Polyfill Epoxy Block Filler or directly on fully cured concrete surfaces.

LIMITATIONS:

Do not use for surface temperatures above 200°F (93°C). Not for potable water immersion.

SURFACE PREPARATION:

Steel (Non-Immersion)—For best results, SSPC-SP 6 Commercial Blast and remove all surface contaminants. Prime with Armorguard P 14 Primer, Perma-Clean II Primer, Z-Rep Primer, or other recommended Induron primers. For steel that is power tool cleaned, or for rusted steel, prime with Induron Induramastic 85. **Steel (Immersion)**—Use SSPC-SP 10 Near White Blast. Prime with Armorguard P 14 Primer. **Aluminum**—Prime with Induron Vinyl Wash Primer. **Galvanized Steel**—Prime with Induron Vinyl Wash Primer. **Concrete Construction**—New concrete must cure at least 30 days prior to painting. Remove all surface contaminants. For best results, use SSPC-SP 7 Brush Off Blast to clean surface. Do not apply over oil or form release agents. For best results, apply a first coat of Armorguard Polyamide High Gloss or Semi-Gloss Epoxy thinned up to 50% as a

ARMORGUARD POLYAMIDE HIGH GLOSS EPOXY

COATING DATA (Continued)

SURFACE PREPARATION (Continued)

primer and follow with one full coat of the appropriate finish. **Concrete Floors**—New construction must cure at least 30 days prior to painting. Prepare surface with acid etch or abrasive blast. For best results, apply a first coat of Armorguard Polyamide High Gloss or Semi-Gloss Epoxy thinned up to 50% as a primer and follow with one or two full coats of the Armorguard Finish, High Gloss or Semi-Gloss.

COVERAGE:

Theoretical—821 ft² per gallon at 1.0 mil dry film thickness.

DRY FILM THICKNESS:

3.0 to 6.0 mils per coat.

WET FILM THICKNESS:

6.0 to 12.0 mils.

APPLICATION DATA

BLEND RATIO:

One part Armorguard Base to one part Armorguard Polyamide Epoxy Blending Resin. Power agitate until components are thoroughly mixed. Allow mixed components to stand fifteen minutes prior to application.

POT LIFE:

Six hours at 80°F, decreasing at higher temperature.

APPLICATION:

Airless Spray—Use .015-.019 tip; 60 mesh filter; 30:1 pump ratio at 60-100 psi operating air pressure. **Conventional Spray**—Follow instructions of equipment manufacturer for the application of epoxy paints. **Roll**—Use lambswool cover. Additional coats may be required to achieve desired film thickness. **Brush**—Use natural bristle brush. Additional coats may be required to achieve desired film thickness.

THINNING:

If required, thin up to 10% with K-1094 Reducer 801 or K-1096 Reducer E.

CLIMATE:

Use this product only if the substrate temperature and ambient air temperature is above 40°F and is expected not to decrease for at least two hours after application. Also, the substrate temperature must be 5°F above the dewpoint for a period of at least two hours after application to avoid condensation occurring on wet paint.

DRY TIME:

To Handle—4 hours at 80°F. **To Recoat**—50°F or higher, overnight; 40°F-50°F, second day. **Immersion Service**—50°F or higher, seven days with proper ventilation; 40°F-50°F, 14 days with proper ventilation. Ventilation during application and after must be in accordance with AWWA D102-97 Section 4.7.3. Note: High film thickness, low temperature and/or poor ventilation will retard dry time.

PHYSICAL DATA:

VOLUME SOLIDS: 51% ± 1%
SOLIDS BY WEIGHT: 64% ± 1%
WEIGHT PER GALLON: 10.0 ± .2 lbs/gallon
VOLATILE ORGANIC CONTENTS:

Mixed unthinned - < 3.5 lbs/gallon; < 420 grams/liter
Mixed thinned 10% - < 3.8 lbs/gallon; < 450 grams/liter

SAFETY DATA:

See individual product label for safety and health data information. Individual Material Safety Data Sheets are available upon request.

Post Office Box 2371
Birmingham, Alabama 35201-2371
Telephone (205) 320-5225 • FAX (205) 320-5220

INDURETHANE 5500 HIGH GLOSS ENAMEL

COATING DATA

DESCRIPTION:

A high solids, high gloss, acrylic polyurethane enamel. Indurethane 5500 High Gloss Enamel provides outstanding durability even in the severest climates and will retain high gloss and original color for many years. It is available in a virtually unlimited color range. It is a high performance chemical and stain resistant coating which performs well in a variety of aggressive environments. This product meets the finish coat requirements of ANSI/AWWA D102-97 System Designation OCS-5 and OCS-6.

Indurethane 5500 High Gloss Enamel:

- Excellent exterior durability. Retains gloss and color for years.
- Provides complete color flexibility. Choose from Induron Colors for Industry card or provide us with your standard.
- Is a high performance chemical resistant coating.
- Complies with U. S. EPA National Volatile Organic Compound (VOC) Emission Standards for industrial maintenance coatings effective September 13, 1999.

USE:

Use as the finish coat on properly prepared interior or exterior surfaces. This coating is especially suited for use where long term gloss and color retention is important. Indurethane 5500 High Gloss Enamel may be used in a range of aggressive chemical environments such as the following:

- > Storage tanks
- > Structures in marine environments
- > Bridges
- > offshore and onshore
- > Refineries
- > Pulp and paper processing facilities

LIMITATIONS:

Do not use for immersion service. Maximum continuous service temperature (Dry) 200°F (93°C).

SURFACE PREPARATION:

Primers—Induron Indurethane 5500 High Gloss Enamel may be directly applied over:

- > Induron Perma-Clean II Epoxy
- > Induron Z-Rep 52 Primer
- > Induron Polyfill Epoxy Block Filler
- > Induron Armorguard Epoxy
- > Induron PE-54 Epoxy
- > Induron Induramastic 85
- > Induron AWC Epoxy Coating
- > Induron E-Bond 100 Penetrating Sealer

Induron Indurethane 5500 High Gloss may be applied over an appropriate Induron Epoxy intermediate coat or be applied directly to phosphated steel or steel prepared with an SSPC-SP 6 Commercial Blast.

RECOATABILITY:

This product may be recoated with itself anytime after 18 hours.

COVERAGE:

Theoretical—883 ft² per gallon at 1.0 mil dry.

DRY FILM THICKNESS:

1.5 to 3.0 mils.

WET FILM THICKNESS:

2.7 to 5.5 mils.

APPLICATION DATA

BLEND RATIO:

One part Q04-1211 Indurethane 5500 Activator to four parts Indurethane 5500 High Gloss Enamel Base by volume. Power agitate until components are thoroughly mixed.

POT LIFE:

4 hours at 80°F.

INDURETHANE 5500 HIGH GLOSS ENAMEL

APPLICATION DATA (Continued)

APPLICATION: **Airless Spray**—Use .015-.017 tip, 60 mesh filter, 30:1 pump ratio at 60-100 psi operating air pressure. **Conventional Spray**—Follow instructions of equipment manufacturer for the application of polyurethane paints. **Roll**—Use short nap cover. Additional coats may be required to achieve desired film thickness. **Brush**—Use natural bristle brush. Additional coats may be required to achieve desired film thickness.

THINNING: If thinning is required for viscosity reduction or cleanup, use K-1097 Indurethane Thinner or K-1099 Reducer 900.

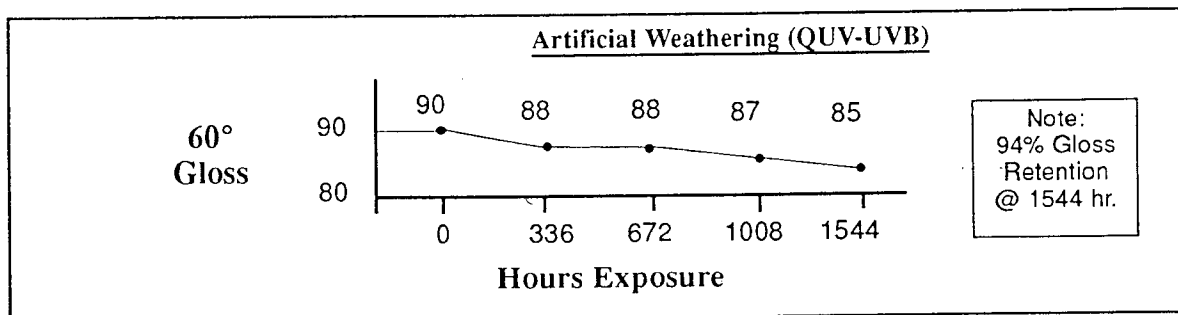
CLIMATE: Use this product only if the substrate temperature and ambient air temperature is a minimum of 40°F and is expected not to decrease for at least two hours after application. Also, the substrate temperature must be 5°F above the dewpoint for a period of at least two hours after application to avoid condensation occurring on wet paint.

DRY TIME: **TO HANDLE**—4 hours at 80°F.
TO RECOAT—Overnight.
Note: Lower temperature, higher film build, and/or poor ventilation will retard dry time.

PHYSICAL DATA:

VOLUME SOLIDS: 55% ± 1%
SOLIDS BY WEIGHT: 69% ± 1%
WEIGHT PER GALLON: 10.9 ± .2 lbs per gallon
VOLATILE ORGANIC CONTENTS:
Mixed unthinned - < 3.5 lbs/gallon; < 420 grams/liter
Mixed thinned 10% - < 3.8 lbs/gallon; < 450 grams/liter

PERFORMANCE DATA



MECHANICAL PROPERTIES

Direct Impact ASTM D-2794	No Effect, 160 in./lb. No loss of Adhesion or Cracking.
Mandrel Bend ASTM D-522	1/8", 140° Bend No Failure. (26% Elongation)
Crosshatch Adhesion ASTM D-33595	B Rating, No failure

CHEMICAL RESISTANCE, SPLASH

Sodium Hydroxide (30%)	No Effect
Sodium Hydroxide (10%)	Slight Discoloration
Acetic Acid (10%)	Small Blisters
Sulfuric Acid (30%)	No Effect
Sulfuric Acid (10%)	No Effect
Xylol	Blisters
Mineral Spirits	No Effect
Transformer Oil	No Effect

GRAFFITI CLEAN-UP: Spray Paint—100% removed with ketone solvent.

SAFETY DATA:

See individual product label for safety and health data. A Material Safety Data Sheet is available upon request.

AC 403 ACRYLIC ELASTOMERIC COATING 403S - Smooth or 403TX - Texture

Post Office Box 2371
Birmingham, Alabama 35201-2371
Telephone (205) 320-5225 • FAX (205) 320-5220

COATING DATA

DESCRIPTION: AC 403 is a 100% acrylic water borne high build elastomeric coating that fills and bridges minor hairline cracks. AC 403 Acrylic Elastomeric Coating, available in 403S-Smooth or 403TX-Texture provides long-term protection against driving rain and alternate freezing and thawing. It has excellent resistance to long-term exposure to sun light and will allow moisture vapor to escape from the substrate. It will expand and contract conforming to minor substrate movements even at temperatures below freezing.

USE: For use as a coating for new and existing concrete, concrete block, poured and preset concrete, brick and stucco surfaces. AC 403 Acrylic Elastomeric coating is suitable for interior and exterior surfaces and is formulated specifically for brush, roller, and airless spray application.

PERFORMANCE DATA

TEST	METHOD/ CONDITIONS	DURATION	RESULTS	
			403S	403TX
Wind Driven Rain	TT-C-555B	24 Hours	Pass	Pass
Tensile Elongation	ASTM D 412	Elongation @ rupture	130%	117%
		Ultimate tensile strength	510 psi	470 psi
Moisture Vapor Permeance	ASTM E 96		3.84 Perms	3.98 Perms
Exterior Durability (QUV)	ASTM D 4587	500 Hours	No Deterioration	No Deterioration

LIMITATIONS: Do not apply below 40°F (4°C). Keep from freezing. Surface must be clean and structurally sound, free of all contaminants such as release agents, oil, grease, algae, laitance, and chalk. Do not use below grade. Coverage must be pinhole free to achieve waterproofing.

SURFACE PREPARATION: All surfaces must be dry and free of dirt, oil, laitance or other contaminants.

NEW WORK

Allow concrete, plaster, mortar or stucco to cure at least 14 days. Fill large cracks or pits with masonry patching compound. Fill block with Induron AC 220 Acrylic Block Filler. Prime steel or iron with Induron Aquanaut® Acrylic Primer. Aluminum or weathered galvanized steel do not require a primer. Apply two full coats of Induron AC 403 Elastomeric Coating.

PREVIOUSLY PAINTED SURFACES

Remove all loose paint and remove chalk. Fill large cracks and pits with masonry patching compound. Prime with AC 402 Acrylic Masonry Sealer. Apply two full coats of Induron AC 403 Elastomeric Coating.

COVERAGE: Theoretical—737 ft² per gallon at 1.0 mil dry film thickness - No loss.

DRY FILM THICKNESS: 403S-Smooth—4.0 to 12.0 mils per coat
403TX-Textured—4.0 to 8.0 mils per coat.
Caution: Excessive film thickness will suppress the textured effect.

WET FILM THICKNESS: 403S-Smooth—9.0 to 26.0 mils per coat.
403TX-Textured—9.0 to 17.4 mils per coat

AC 403 ACRYLIC ELASTOMERIC COATING

APPLICATION DATA

APPLICATION:

Airless Spray—For 403S-Smooth, use Graco 35-1 or larger pump, with 0.019"-0.025" tip, maintaining an atomizing pressure of 2500-3000 psi. For 403TX-Textured, use a Graco 35-1 or larger pump, 1/2" minimum material hose, 0.023"-29" tip, maintaining an atomizing pressure of 2500-3000 psi.
Conventional Spray—Not recommended. **Roll**—Use 3/4" to 1 1/2" nap good quality synthetic cover. 403TX-Textured, use 3/8" to 5/8" nap good quality synthetic cover on smooth surfaces. Use longer nap for rough or porous surfaces. Maintain uniform film thickness during application. **Brush**—Use synthetic or nylon bristle.

THINNING:

Thinning is not recommended. If necessary, thin up to 10% by volume with water. Clean with warm water and soap.

CLIMATE:

Use this product only if the substrate temperature and ambient air temperature is above 40°F and is expected not to decrease for at least two hours after application. Also, the substrate temperature must be 5°F above the dewpoint for a period of at least two hours after application to avoid condensation occurring on wet paint.

DRY TIME:

TO HANDLE—4 hours at 80°F.

TO RECOAT—24 hours at 80°F.

Note: Lower temperature, higher film build, and/or poor ventilation will retard dry time.

PHYSICAL DATA:

VOLUME SOLIDS: 46% ± 1%

SOLIDS BY WEIGHT: 61% ± 1%

WEIGHT PER GALLON: 11.6 ± .2 lbs/gallon

VOLATILE ORGANIC CONTENTS:

Unthinned - < 0.6 lbs/gallon; < 75 grams/liter

Thinned 10% - < 0.6 lbs/gallon; < 75 grams/liter

SAFETY DATA:

This product is formulated free of lead, chromates, mercury or other toxic pigments. See product label for safety and health information. Individual Material Safety Data Sheets are available upon request.

DRAFT AGREEMENT

Resurfacing of Interior and Exterior of Four (4) Welded Steel Leachate Tanks

BID #298-04/PWM

DRAFT

**CONTRACTOR SERVICES AGREEMENT (BID-298-04/PWM)
RESURFACING OF INTERIOR AND EXTERIOR OF FOUR LEACHATE TANKS**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide resurfacing services for four (4) steel welded leachate tanks in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be substantially completed within four (4) weeks, with final completion within six (6) weeks of issuance of the Notice to Proceed.

SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fixed fee in the amount of _____. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 5. BILLING AND PAYMENT.

(a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Solid Waste Division
500 W. Lake Mary Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 6. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of all services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S performance of any of the services furnished under this Agreement.

SECTION 8. LIQUIDATED DAMAGES.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the work is not substantially completed within the time specified. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the work is not

completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is substantially complete. It is agreed that if this work is not finally completed in accordance with the contract, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the work.

SECTION 9. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of

the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 14. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of

subcontractors or other professional associates.

SECTION 15. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 16. INSURANCE.

(a) General. The CONTRACTOR shall at the CONTRACTOR'S own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu

of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including CONTRACTOR'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR'S insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the

subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
-------------------	--

Personal & Advertising \$500,000.00
Injury Limit

Each Occurrence Limit \$500,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the

insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of

voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written

document executed with the same formality and of equal dignity herewith.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 24. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed

to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Solid Waste Division
500 W. Lake Mary Blvd.
Sanford, FL 32773

FOR CONTRACTOR:

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 28. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

_____, Secretary

(CORPORATE SEAL)

By: _____
_____, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
12/24/03
bd-298

Attachment:

Exhibit "A" - Scope of Services